The Solicitors' Journal and Weekly Reporter.

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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Law of Property Act, 1922.

IT WILL BE seen from the answer given by the Attorney-General to a question in Parliament, which we print elsewhere, that the Government are still unwilling to take the decisive step of stating that the operation of the Law of Property Act, 1922, is to be postponed, though they have got so far to anticipate that there will be postponement to 1st January, 1926. We are quite at a loss to understand why there is this hesitation in making an announcement which the lapse of time has now rendered practically certain. Who supposes that a mass of consolidating measures, not yet even introduced, is to be passed and the new system got into working order and assimilated by practitioners in little over eight months' time?

The late Mr. W. J. Humfrys and Sir Walter Trower.

WE REGRET the announcements this week of the death of two past Presidents of The Law Society, Mr. W. J. HUMFRYS, of Hereford, who was President in the year 1911 to 1912, and Sir WALTER TROWER, who was President in 1913 to 1914. Each of them attained to deserved eminence in the profession, Mr. HUMFRYS mainly, perhaps, for his great reputation as a conveyancer; but as he had attained the age of eighty-two he may not have been so well known to the present generation of lawyers as Sir WALTER TROWER, who at seventy-one had, it might have been hoped, still a period of private and public activity before him. To The Law Society, perhaps, his greatest service was as Chairman of the Finance Committee of the Council, a post which he held for many years, including the years of stress of the war, and only relinquished in 1920. But in developing the Society's scheme of legal education, in his work on the Discipline Committee, and in the negotiations with the Lord Chancellors—first Lord HALDANE and then Lord BIRKENHEAD—which led up to the Law of Property Act, 1922, he was equally

active and useful, and his services in this last connection were recognised by the conferment of the honour of knighthood. His place will not be readily filled in the activities of the Council.

Sir Harry Poland's Memoirs.

SIR HARRY POLAND is now in his ninety-sixth year, and was called to the Bar three-and-seventy years ago; he has in fact been in retirement from actual practice for nearly thirty years. He constantly writes to *The Times*, however, whenever points of criminal law reform are under discussion, and is certainly still very much alive. His Memoirs have just been published, edited, not by himself, but by Mr. BOWEN-ROWLANDS, who has performed a labour of love in selecting *seriatim* the interesting episodes of Sir HARRY'S career, delivering to him a *questionnaire* thereon, and noting down his replies in the veteran's *ipsissima verba*. Sir HARRY POLAND, it is scarcely necessary to say, was a counsel to the Treasury, whether as junior or senior, at the Old Bailey nearly all his active life at the Bar. He took part in an immense number of important prosecutions, perhaps the most notorious being that of CHARLES PEACE, the eccentric women-murderer, who would nowadays probably be deemed a lunatic if examined by competent medical experts. Sir HARRY, one is glad to be able to say, takes the humaner of the possible alternative views on most of the disputed issues in the administration of criminal justice. No such compliment can be paid to Lord DARLING, who has just been contributing to the daily press articles on capital punishment, the lunacy laws, and similar problems, in which he frankly advocates what must be called the reactionary point of view.

Professional and Lay Agents.

AT THE TIME of the failure of ATHERTONS LTD., who carried on a law agency business, we made some remarks on the position of professional and lay agents: *ante*, p. 203; and we pointed out that, while professional London agents were prepared to carry out the whole of the country clients' agency work, yet in practice country solicitors had availed themselves very largely of the services of the recognized law stationers for some part of the more formal work. We are informed that, in reference to the failure of ATHERTONS, the Council of The Law Society have recently issued a circular letter pointing out that it is for the ultimate and permanent benefit of the profession that solicitors should, as far as possible, employ only qualified solicitors to act as their agents with regard to work which is usually done by solicitors. At the same time they recall that the courts have decided that unqualified persons "may act as messengers in conveying and depositing papers for solicitors."

The Courts on Lay Agencies.

WHETHER THE WORDS just cited correctly represent the extent to which the services of a lay agent may be used—and we hope they do—we do not propose to examine; nor do we propose to discuss now the question raised by the Council's circular. In point of fact, the matter is governed by sufficiently well-established usage sanctioned by the decisions to which the Council refer, and if a re-consideration of this usage is desired, it will, we presume, be undertaken by The Law Society and the Provincial Law Societies. It may be interesting, however, to mention that the cases referred to are *Law Society* v. *Shaw & Blake* and *Law Society* v. *Waterlow Brothers & Layton*, which were actions to recover penalties against the defendants under s. 26 of the Solicitors Act, 1860, for acting as solicitors or proctors without being duly qualified. The acts complained of related to depositing wills and the other documents required for probate, and they are stated in detail in the report of the cases before the Court of Appeal, 9 Q.B.D. 1, at p. 4. In the first case the defendants were employed by a London solicitor, in the second by solicitors practising in the country. In each GROVE, J., gave judgment against the defendants, but the decision was reversed by the Court of Appeal and the House of Lords affirmed the Court of Appeal, 8 App. Cas. 467. This was in 1882 and 1883, and the counsel engaged included many well-known names—EDWARD CLARKE, Sir HENRY JAMES, WILLIS, FINLAY, Sir HARDINGE GIFFARD, and R. T. REID.

The War Charges Validity Bill.

WE NOTICED recently the withdrawal by the Government of War Charges (Validity) Bill, and a correspondent, Mr. S. I. MACANDREW, informed us, *ante*, p. 456, that this was only done because it had been found that the Bill must be preceded by a money resolution. The Government have now, in the face of a good deal of opposition based on the restrospective character of the proposed legislation, got their resolution, though with the exception of the milk levy cases, and a new Bill has been introduced. The text of this we have not yet seen, and it may be on the Bill itself that the chief opposition will develop. The great objection to the former Bill lay in its proposal to upset judgments already obtained, and it will be interesting to see whether this is repeated in the new Bill. It is probable enough that the impositions were in substance justified, and if the Government of the day had gone the right way to work to impose them there would very likely have been no objection. But as the decision of the House of Lords in the *Wilts United Dairy Case*, 66 SOL. J. 630; 91 L.J., K.B. 897, shewed, they placed undue reliance on executive powers.

The Problem of Rent Evictions in Scotland.

THE HOUSE of Commons, by defeating on Tuesday clause 1 of Mr. WHEATLEY'S Rent Eviction Bill, has upheld the view we had expressed that there was an irremediable defect of principle in the attempt of that clause to throw on landlords the burden of providing houses rent free for unemployed persons. This was conceded in argument in the House by Mr. CLYNES, who on Monday had promised that the clause would be modified so as to provide for recoupment of landlords, in such cases, out of public funds, either the rates or the Exchequer. The plan of providing national funds, however, proved impossible owing to the Rules of the House of Commons, which provide that Bills imposing charges on the Exchequer, technically called "Money Bills," can only be introduced after a Ways and Means resolution has been carried to authorize the expenditure. The alternative plan of throwing the burden on the rates proved equally unacceptable to poverty-stricken local authorities. A compromise was hastily proposed by the Prime Minister and intimated on Tuesday afternoon to the leaders of the Liberal and the Conservative parties; namely, that no order for possession should be made until the tenant and the local authority had had an opportunity of seeing whether the latter would assist him out of the rates with a subsidy towards his rent. Such a plan was obviously futile as regards Scotland, the area of the chief difficulty as regards evictions, because in Scotland the poor relief authority—the parish council—does not possess any power to grant out-relief to able-bodied men. Finally, after defeat of the clause, the Premier has agreed to accept and press forward with amendments Mr. E. D. SIMON'S Prevention of Eviction Bill. This proposes that recovery of a dwelling-house for residence shall only be permitted:—

> "When the landlord, or the husband or wife of the landlord, became landlord before July 31st, 1923, and the dwelling-house is reasonably required by him for occupation as a residence for himself, and the court is satisfied that, having regard to the alternative accommodation available for landlord and tenant respectively, greater hardship as regards conditions of living would be caused by refusing to grant an order or judgment for possession than by granting it."

The Adoption of Children.

WE NOTICED last week the Adoption of Children Bills now before Parliament, and also the intimation by the Lord Chancellor that a Committee must be appointed to devise some machinery other than the county courts for dealing with adoption applications. This Committee has now been appointed, with Mr. Justice TOMLIN as Chairman, and presumably the matter just mentioned will be considered by it, but in fact the terms of

reference—" to examine the problem of child adoption from the point of view of possible legislation, and to report upon the main provisions which . . . should be included in any Bill on the subject "—seem to go far towards raising the whole question of adoption once again and to cover ground already reported on by Sir ALFRED HOPKINSON'S Committee of 1921. It is not surprising, therefore, that Mr. ARCHIBALD J. ALLEN, the Chairman of the Associated Societies for the Care and Maintenance of Infants, has expressed in a letter to *The Times* of Wednesday, the disappointment felt by many who have interested themselves in the question, and he protests against this scrapping of much good work, and the hanging up of the question by the appointment of a new Committee of Inquiry. All that is now required is to make use of the material already available, and get on with a Bill, either the Duke of ATHOLL'S or some similar Bill. Very much useful information as to the practical working of statutory adoption is to be found in a paper contributed by Mr. D. STANLEY SMITH to the *Journal of Comparative Legislation* for October, 1921, on the working of the system in New Zealand. Beginning with the Adoption of Children Act, 1881, and amended from time to time in the light of experience, it is now contained in Part III of the Infants Act, 1908. We notice that the Government also propose to intervene as to the Guardianship of Infants Bill, which has been read a second time, and produce a new Bill of their own, but this seems to indicate speedier progress for the measure.

An Indictment for Forcible Entry.

THAT VERY nearly obsolete statute, 5 Richard II, commonly known as the Forcible Entry Act, was put in force at the Old Bailey on Tuesday in *Rex* v. *Bullock, Fulford, and Posner, Times*, 9th inst. The defendants were indicted for forcible entry into a private house for the purpose of re-seizing furniture alleged to be recoverable under the terms of a hire-purchase agreement. The house furnisher himself was charged with " aiding and abetting " the misdemeanour by directing the three defendants to recover the property, but it soon became clear that he had not authorized the use of force and so the charge against him was not pressed. The alleged forcible entry simply consisted in removing a lock so as to get entrance; there was no violence or personal force used. Two of the defendants, found technically guilty, were sentenced to small fines. The case illustrates a difficulty which used to be encountered by certificated bailiffs levying distress in pre-war days, that of getting access to the house so as to impound the goods distrained. Usually access was in fact obtained by concealing the purpose of the visit until in the house. Of course, since the restrictions imposed for so many years by the Courts Emergency Powers Act, the levy of distress has been practically a dead letter, and is never likely to be revived as a serious means of recovering rent.

Nuisance caused by Violoncello Lessons.

THERE ARE POSSIBLY few situations which give more scope for the display of tact and common sense than those arising from the inconvenience experienced by householders as the result of noise caused by the musical efforts of their neighbours. Disputes on such matters, however, from time to time come before the courts, but, having regard to the prominent position of amateur music in the national life, it may reasonably be assumed that, in the majority of cases, the common sense of those concerned enables them to arrive at a *modus vivendi* without resort to litigation. In the recent case of *Wyatt* v. *Marriott, Times*, 2nd inst., the defendant left her flat because she could not endure the noise from an adjoining flat in which violoncello lessons were being given by the tenant. Proceedings were taken by the landlord against the defendant for one quarter's rent, and the defendant counter-claimed for damages in respect of the alleged nuisance. She gave evidence that the playing began at 10 or 11 o'clock in the morning and sometimes went on until 11 o'clock at night. There was a covenant in the defendant's lease that the flat should be used for residential purposes only, that no business should be carried on there, and that nothing should be done that might be considered an annoyance or nuisance, or to interfere with occupiers or tenants of other parts of the building. There was a further covenant that the defendant should have quiet and peaceful possession, and it was alleged that the other flats were demised with identical covenants, these being part of a general scheme for the benefit of all the tenants in the building. ROWLATT, J., found on the evidence that the occupant of the other flat, who was not called, took pupils, and that there had been a breach of the covenant in that respect. He dismissed the counter-claim, pointing out that the defendant had gone to law in the wrong way. She could have proceeded against the teacher of music, but had proceeded against the plaintiff, and had been unable to show by evidence that the plaintiff had authorised the nuisance.

Restrictions as to the Playing of Musical Instruments.

THE PRINCIPLE of law involved where the aggrieved party is not able to avail himself of a technicality, such as a covenant not to carry on a business, is expressed by Lord SELBORNE in *Gaunt* v. *Finney*, 8 Ch. App., at p. 12, as follows: " A nuisance by noise (supposing malice to be out of the question) is emphatically a question of degree. If my neighbour builds a house against a party-wall, next to my own, and I hear through the wall more than is agreeable to me of the sounds from his nursery or his music-room, it does not follow (even if I am nervously sensitive or of infirm health) that I can bring an action or obtain an injunction. Such things, to offend against the law, must be done in a manner which, beyond fair controversy, ought to be regarded as exceptional and unreasonable." Among the few authorities dealing with this particular form of nuisance, that of *Christie* v. *Davey*, 1893, 2. Ch. 316, affords a good illustration of the unpleasant consequences which may arise under circumstances where the occupants of two semi-detached houses divided by a thin party-wall are at ' loggerheads." The houses in question were at Brixton. The report of the case as a whole forms somewhat entertaining reading, and the learned judge, towards the end of his judgment, deals specifically with performances on the violoncello. His observations in that respect are as follows (at p. 328): " He " [the plaintiff's son] " has for some years learnt the violoncello and has had his lessons away from home. It seems to be his habit to go down into the kitchen and there practice the violoncello from ten o'clock to eleven at night. I am willing to believe that he may often have played as late as a quarter past eleven . . . I do not think that there was anything unreasonable in what he has done. But I will say this for his guidance in future, that it would be only reasonable that he should cease playing at eleven o'clock, or as soon as possible afterwards . . . I think he should not begin any fresh piece after eleven." It seems most important that those who are intolerant of the efforts of embryo musicians should, before committing themselves to live in a new locality, in the first place take the precaution of satisfying themselves that the premises which they propose to occupy are protected by covenants against the carrying on of any business by the occupants of houses in the immediate neighbourhood.

Successful Demurrer to a Petition of Right.

TWO PRELIMINARY objections to the claiming of certain relief against the Crown by petition of right proved fatal in *Bristol Channel Steamers, Ltd.* v. *The King, Times*, 8th inst. The suppliants claimed relief because the Shipping Controller had refused to allow them to sell one of their steamers when they could have done so at a profit, unless they paid him—in his official capacity, of course—the sum of £30,000. This they paid under protest, and now sought to recover it. The difficulty is that such a claim, being for " money had and received," sounds either in tort or in contract. The remedy in tort is not available against the Crown, for " the King can do no wrong." The remedy in

contract, again, is barred by s. 1 (1) of the Indemnity Act, 1920, which provides:—

> No action or other legal proceeding whatsoever . . . shall be instituted in any court of law for or on account of or in respect of any act, matter or thing done . . . during the war before the passing of this Act, if done in good faith, and done or purported to be done in the execution of his duty or for the defence of the realm . . . or otherwise in the public interest, by a person holding office under or employed in the service of the Crown in any capacity . . .

The proviso (*b*) to s. 1 (1) is as follows:—

> Provided that . . . this section shall not prevent the institution or prosecution of proceedings in respect of any rights under or alleged breaches of contract, if the proceedings are instituted within one year from the termination of the war or the date when the cause of action arose.

Since the suppliants had omitted to commence proceedings within the "one year" specified in the proviso, Mr. Justice BAILHACHE felt compelled to hold that the proceedings failed.

Sir Charles Henry Morton.

WE HAVE the pleasure of including in this week's issue a portrait of Sir CHARLES HENRY MORTON, of Liverpool. Born on 17th November, 1852, the son of Mr. CHARLES MORTON, of Southport, Sir CHARLES was articled to Mr. THOMAS AVISON, of Liverpool, and after being admitted as a solicitor in July, 1874, he practised alone at Southport till 1883, and then became, and has since remained, a member of the firm of Messrs. AVISON & MORTON, now AVISON, MORTON, PAXTON & CO., of Liverpool. But at an early stage in his professional career he engaged in the wider activities which have made him well known as an influential member both of the Liverpool Law Society and of the Law Society. He became Honorary Secretary of the Liverpool Society in 1877 and held that office till 1882; he has been a member of the Committee of the Society from the former year until the present time, and he was Treasurer from 1884 to 1893. From 1893 to 1894 he was Vice-President, and in the following year President of the Society.

The position which Sir CHARLES MORTON thus attained in his own Law Society—one of the leading provincial Law Societies—led naturally, for one of his capacity and energy, to similar influence in the Associated Provincial Law Societies, to which he was Honorary Secretary from 1892 to 1920, and then on the Council of the Law Society. He became an extraordinary member of the Council for 1895 to 1896, and again from 1907 to 1909, and he has been an ordinary member of the Council from 1909 to the present time. In 1909 he became Vice-President, and he was elected President for the year 1920 to 1921. In October, 1920, the Law Society held its provincial meeting at Liverpool, and Sir CHARLES—though he was then still Mr. MORTON—delivered the Presidential address in his own town, and among the subjects which he dealt with were Crown Procedure, the Consolidation of the Judicature Acts, and the pending changes in the Law of Property, all matters which are still of current interest and importance. In 1922 he received the honour of knighthood.

Sir CHARLES MORTON'S service on the Council of the Law Society has been one of continuous activity, and he is now a member of a large number of committees, including the Land Transfer, Solicitors' Remuneration, and the County Courts Committees. And his services have been largely requisitioned outside his own professional sphere. From 1896 to 1899 he was President of the Liverpool Royal Institution; in 1910 he was Under-Sheriff of Yorkshire; and in the same year became a member of the Supreme Court Rule Committee; in 1912 he was appointed a Justice of the Peace for Cheshire; and in 1911 he was appointed a member of the Lord Chancellor's Solicitors' Remuneration Committee.

And happily, there is one other item, going back towards the beginning of this sketch. In 1882 Sir CHARLES married MARY, the daughter of Mr. ERNEST THELLUSSEN, J.P., of Ramsey, Isle of Man.*

*Further copies of Sir Charles Morton's portrait, packed flat, may be obtained from the Publishers at the price of 9d. each, post free.

The Rent, &c., Restrictions Act.

The Recovery of Possession.

BY s. 5 (1) of the Increase of Rent, &c., Act, 1920, as amended by s. 4 of the Rent &c., Restrictions Act, 1923, it is provided "no order or judgment for the recovery of possession of any dwelling-house to which this Act applies, or for the ejectment of a tenant therefrom, shall be made or given unless"—certain facts are proved by the landlord—"and, in any such case as aforesaid, the court *considers it reasonable* to make such an order or give such judgment."

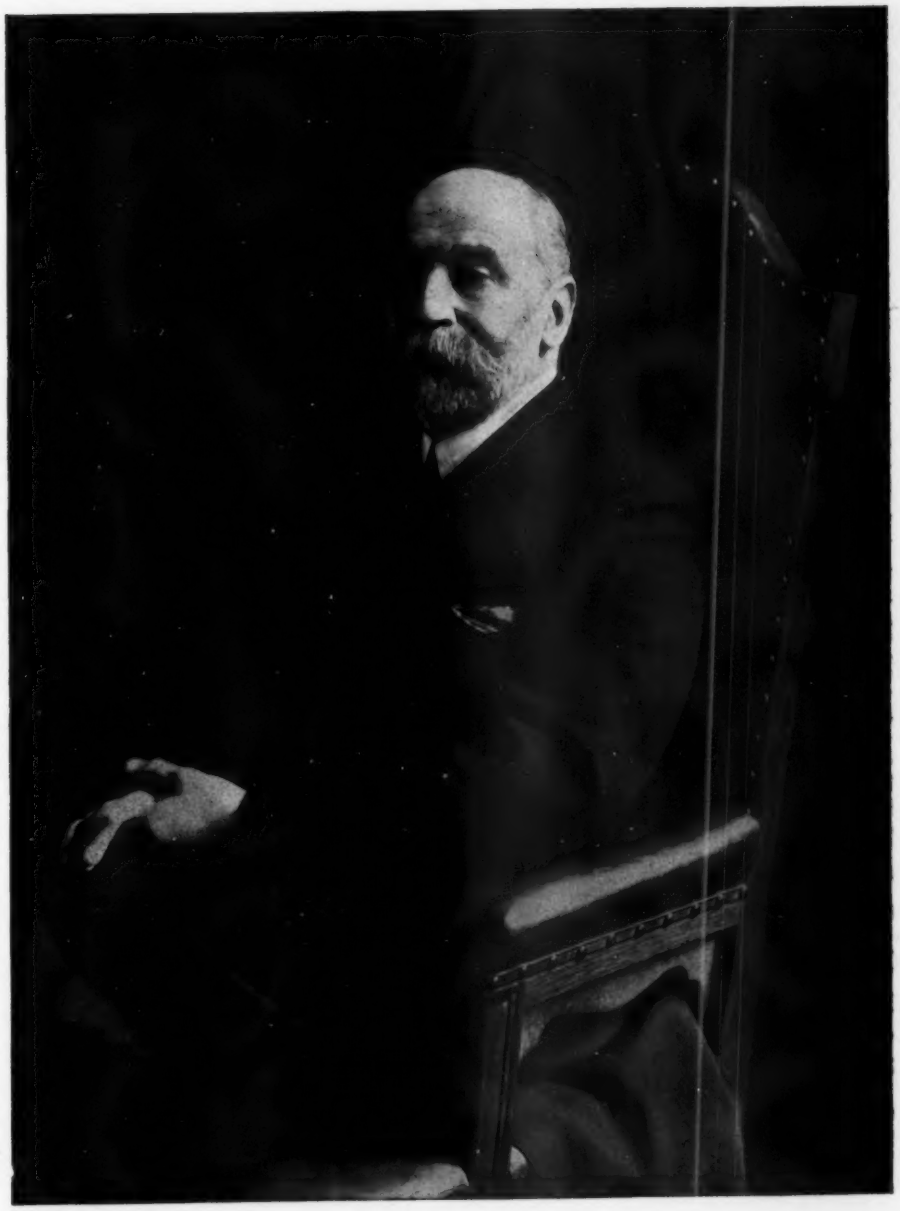
What meaning ought to be attached to the words in italics? If, for example, a landlord shows that he reasonably requires the dwelling-house for his own occupation, is that sufficient? Or is it necessary to inquire further and ascertain *inter alia* the effect of making the order against the tenant? Such, shortly expressed, was the point that came up for discussion last week in the Divisional Court in the case of *Shrimpton* v. *Rabbits, Times*, 3rd inst.

The learned deputy county court judge gave possession to a landlord who required premises for the occupation of his daughter, who was about to be married. He did so upon the ground that in considering whether or not it was reasonable for him to make the order he could only regard the circumstances of the landlord, and not those of the tenant. With this view the Divisional Court did not concur. They laid down the principle that the county court should consider all the circumstances affecting the tenancy—those of the tenant as well as those of the landlord. The fact that a landlord satisfied the Court that he was entitled to possession on any of the grounds specified in s. 5 (1) (*a*) to (*i*) did not absolve him from the further necessity of persuading the court that it was reasonable in all the circumstances of the case that an order for possession should be made. The Court pointed out that if the view of the county court in this case were pressed to its logical conclusion, the court would be unable to take into consideration the fact that a tenant may be at the point of death, and that his death would be accelerated if he were moved from the house. Because the landlord's wish for possession was reasonable, it did not follow that it was reasonable for the court to gratify it.

This view coincides with the view expressed in *Benabo* v. *Horseley*, 1920, 64 SOL. J. 727. In that case a landlord had claimed possession of a dwelling-house and had brought himself within the Increase of Rent, &c., Act, 1915, s. 1 (3), that Act being the statute applicable at the time of the trial of the action. The county court judge held that the landlord did not bring himself within the section, but the Divisional Court held that he did, and granted a new trial. But they pointed out that since the hearing in the court below the Act of 1920 had been passed, and that Act required what the Act of 1915 did not require, namely, that the court should think it reasonable to make an order for possession. "When the case comes again before the county court judge," they said, "he will have to take into consideration s. 5 (1) of the 1920 Act, and decide whether it is reasonable in all the circumstances to make an order for possession. He will have to take into consideration not only the fact that the Act has not been complied with by the non-payment of rent, but also every other matter which can guide him, including the position of the tenant, and also of the landlord." And that case was quoted with approval by ASTBURY, J., in *Upjohn* v. *Macfarlane*, 1922, 2 Ch. 256, at p. 266.

ARCHIBALD SAFFORD.

Messrs. Harrods have been informed that the Commissioners of Customs and Excise and the Home Office have decided not to appeal against the judgment of the Court of Appeal recently delivered in favour of the full on-licence granted by the Kensington justices to Harrods Georgian Restaurant.



C. A. Morton

PAST PRESIDENT OF THE LAW SOCIETY
AND FOR MANY YEARS
HON. SECRETARY OF THE ASSOCIATED PROVINCIAL LAW SOCIETIES.

Reviews.

Annual County Court Practice, 1924.

THE ANNUAL COUNTY COURT PRACTICE, 1924. Forty-third Edition. Edited by His Honour Judge RUEGG, K.C., Judge of the County Court of South Staffordshire and Joint Judge of Birmingham. Assisted by W. H. WHITELOCK, B.A., and ARTHUR J. LOWE, M.A., Registrars of the Birmingham County Court, and by H. H. SANDERSON, Solicitor, Hull. Two Vols. in one. Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. 35s. net.

This edition incorporates the County Court Rules and Forms issued in 1923, as well as two amending statutes, the Workmen's Compensation Act, 1923, and the Rent and Mortgage Interest Restrictions Act, 1923, with the Rules made under each of these statutes—a work of considerable labour and some difficulty. So far as possible the amendments and alterations made by these statutes in their principal Acts have been dealt with in the notes on the latter, and their effect has been pointed out in the general introduction to each statute; but for convenience the new Acts are also set out in full. This involves some duplication, but unquestionably facilitates reference both in court and in the chambers of practitioners. Mr. Frederick Ruegg, of the Bar, has taken over responsibility for the portion of the edition which deals with Workmen's Compensation, a portion of which the learned editor has hitherto been in charge: his duties of revision and annotation seem to have been performed with the same care and exactitude as hitherto.

Ten thousand years hence, when our civilization has passed like all its predecessors, into that Limbo to which Milton in "Paradise Lost," consigns all "Eremites," monks, idiots, and embryos, and when some enthusiastic antiquarian of the succeeding culture has made his excavations in the ruins of what once was "Londinium," probably the discovery of our practice-books will puzzle him more even than the accidental lighting on a woman's illustrated newspaper. Living in an age which has superseded our crude gladiatorial combats in the forum as a means of ascertaining justice, he will probably wonder in vain what is the meaning of that complicated ritual we call "Court Procedure." Doubtless he will finally arrive triumphantly at the conclusion that it relates to the ceremonies and sacrifices to deities styled "My Lord," whose designations he will find in a "Law List." In elucidating clearly the character of these rites and ceremonies, doubtless, he will find the "Annual County Court Practice" not less useful than it is to-day to a legion of legal practitioners.

Equity.

A DIGEST OF EQUITY. By J. A. STRAHAN, M.A., LL.B., Barrister-at-Law, Reader of Equity, Inns of Court, and Professor of Equity and Jurisprudence, University of Belfast. Fourth Edition. Butterworth & Co. 22s. 6d. net.

The day has long gone by when equity was an elastic system of jurisprudence designed to correct the rigours of the law. Equity has obtained, indeed, a position of definite predominance, and where the rules of equity differ from those of law the rules of equity prevail. Moreover, as Sir George Jessel said in *Re Hallett's Estate*, 13 Ch. D., p. 710, the doctrines of equity are progressive, refined and improved. But still they have, at the present time, no more elasticity than the common law. Each is a system of judge-made law, and each is capable of growth. Thus the rules of equity admit of being stated with as much precision as the rules of law, and Mr. Strahan in his "Digest of Equity," which has now reached a fourth edition, has stated them with lucidity, and has illustrated them by reference to numerous cases in which they have been laid down or applied. An example may be found in the rule as to following trust money on which *Re Hallett's Estate*, to which we have just referred, is a leading authority, and the whole section on Trustees—"The Nature of a Trustee's Duties, Powers and Privileges"—will be found very exact, interesting and instructive. The book is a most useful one for the practitioner to have at hand.

Books of the Week.

Digest.—The English and Empire Digest. With Complete and Exhaustive Annotations. Vol. XVII. Custom and Usages; Damages; Deeds and Other Instruments; Dependencies, including Dominions, Dependencies, Colonies and British Possessions. Butterworth & Co.

Biography.—Seventy-two Years at the Bar. A Memoir (Sir Harry Poland, K.C.). By ERNEST BOWEN-ROWLANDS. Macmillan & Co. 18s. net.

Statutes.—Chitty's Statutes of Practical Utility. Arranged in Alphabetical and Chronological Order. With Notes and Indexes. Vol. 22. Part I. Statutes of 1923 with incorporated Enactments and selected Statutory Rules. By W. H. AGGS, M.A., LL.M., Barrister-at-Law. Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. 16s. net.

Shipping.—Digest of Volumes 1-10 of Lloyd's List Law Reports (Michaelmas Sittings, 1919, to Hilary Sittings, 1922 inclusive). Edited by CHARLES W. MUIR and R. UNWIN DAVIS, Barrister-at-Law. Lloyds, Royal Exchange.

Workmen's Compensation.—The Workmen's Compensation Acts, 1906 to 1923. With Notes, Rules, Orders and Regulations. By W. ADDINGTON WILLIS, LL.B., Barrister-at-Law. 22nd ed. of "Willis's Workmen's Compensation Acts." Butterworth and Co.; Shaw & Sons, Ltd. 15s. net.

Fisheries.—Oke's Fishery Laws. Fourth Edition. Containing the Salmon and Freshwater Fisheries Act, 1923, with Notes thereon, etc., etc. By HUBERT HALL, Barrister-at-Law. Butterworth and Co. 20s. net.

Correspondence.

Standard Rent and Permitted Increases.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—May I refer to your article under this heading at page 474 of your current volume.

I feel some difficulty about the decision in *Dufty* v. *Palmer*, on which your article is based and should be very glad of enlightenment.

As I read the Rent Act of 1920 it is based primarily on ss. 1 and 2; section 1 seems to me to provide in effect for the recovery of any excess where rent is increased to a figure which exceeds *the standard rent plus permitted increases* (both these terms being defined later on).

I can only read that section as leaving the landlord his common law rights up to the limit of *the standard rent plus permitted increases* in every case.

A. DE J. MACMIN.

15, Dowgate Hill,
Cannon Street,
London, E.C.4,
8th April.

[We hope to consider the point.—ED. *S.J.*]

CASES OF THE WEEK.

House of Lords.

MOFFAT HYDROPATHIC CO. *v.* SECRETARY OF STATE FOR WAR.
3rd April.

INDEMNITY—COMPENSATION—TAKING POSSESSION—QUESTION OF LAW—APPEAL—INDEMNITY ACT, 1920, 10 & 11 GEO. 5, c. 48, s. 2.

It is not the practice for the War Compensation Court in every case to give details of the sums which they award or decline to award, and in this particular case the House declined to send the matter back with a request for details.

This was an appeal from an interlocutor of the First Division of the Court of Session in Scotland affirming an adjudication of the War Compensation Court under the Indemnity Act, 1920. The appeal raised a question as to the administration of the jurisdiction conferred by the Act on the tribunals thereby created. It related to a claim by the appellant company for damage due to the occupation by the War Department of the appellants' establishment at Moffat. The claim amounted to about £7,000, but the War Compensation Court only awarded £3,850. The appellants asked for details as to how the latter sum was arrived at, which the court declined to give. The appellants then appealed to the First Division and asked for a remit to the War Compensation Court and the First Division remitted to the court to state what questions of law were raised before it and to what extent the appellants' claim was refused in respect of a question of law. The War Compensation Court replied that no question of law had been argued before them, and that the amount awarded represented the fair amount which in their opinion had been proved under the claim. The appellants then obtained leave to restore the appeal, and insisted that certain questions of law had been argued and decided by the War Compensation Court against them. The First Division refused the appeal, but gave leave to appeal to the House of Lords.

Lord CAVE said that shortly after the decision in the *De Keyser Case* which established the law in this class of claims the Indemnity Act, 1920, was passed. The effect of that Act was to stay pending proceedings, and to refer all claims to a court therebyconstituted, called the War Compensation Court. The Act laid down certain principles on which compensation was to be awarded, and in particular it provided that the court was only to give damages for direct and not for indirect loss. The appellants lodged a claim for £7,000 under several heads of claim. That claim was investigated by the War Compensation Court, which awarded a round sum of £3,850. The statute gave a right of appeal to any party aggrieved by the award on points of law, the decision of the tribunal on questions of fact being final and conclusive. The appellants in their notice of appeal to the Court of Session alleged that certain points of law must have been and in fact were decided by the War Compensation Court adversely to them. The Court of Session were not satisfied that no point of law had been decided, and they accordingly ordered a remit to the War Compensation Court with a direction to answer certain questions. With the report of the War Compensation Court before them the Court of Session again considered the matter, and they came to the conclusion that there was no question of law involved in any of the claims put forward by the appellants. Having heard the arguments addressed to their lordships' House, he found himself in very much the same position as the Court of Session, and came to the same conclusion, namely, that no question of law was decided adversely to the appellants. Looking at the proceedings as a whole it appeared that the tribunal set aside all questions of law, and awarded a sum which they thought the appellants were entitled to receive. It was suggested that their lordships should lay it down as a general rule of practice that, as the statute allowed appeals on points of law, the War Compensation Court should in every case give details of the sums which they awarded or declined to award, and that in this particular case their lordships should send the matter back with a request for details. Speaking for himself he declined to lay down any such rule. There might be many cases where the question was one of fact or the question of law was so familiar that no real question of law could arise. In such cases it would be wrong to ask for details of the award. Where either party desired to raise a definite question of law, then he thought that that party should so inform the court, and should define the issue so as to enable the court to understand it. In such a case the court in making its award should in fairness to the parties and out of consideration for the tribunal of appeal differentiate clearly between the issues. In saying that he must not be understood as saying that in the present case any omission had been made by the War Compensation Court or that any failure of justice had arisen. He thought that the appeal failed.

The other noble and learned lords concurred.—COUNSEL: *Morrice Mackay*, K.C., and *Maurice King* (both of the Scottish Bar); *The Solicitor-General for Scotland* (*Fenton*, K.C.), and *J. B. Young* (of the Scottish Bar). SOLICITORS: *Ince, Colt, Ince and Roscoe*, for *Borland, King, Shaw & Co.*, Glasgow, and *Dove, Lockhart & Smart*, W.S., Edinburgh; *Treasury Solicitor* for *Campbell Smith*, Edinburgh.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

In re **DUTTON MASSEY AND CO.**: *ex parte* **THE DISTRICT BANK LIMITED.** No. 1. 21st March.

BANKRUPTCY—PARTNERSHIP—PARTNERS DEPOSIT SECURITIES TO SECURE DEBT OF FIRM—SUBSEQUENT GUARANTEE TO SAME CREDITOR BY SAME PARTNERS—FIRM'S AND PARTNERS' ESTATES WOUND UP AS IF IN BANKRUPTCY—DEFICIENCY—PROOF AGAINST FIRM—PROOF AGAINST PARTNERS' SEPARATE ESTATES IN RESPECT OF GUARANTEE—PROOFS ADMITTED WITHOUT BRINGING SECURITIES INTO ACCOUNT—BANKRUPTCY ACT, 1914, 4 & 5 Geo. 5, c. 59, s. 167; Second Sched. r. 12.

Two partners in a firm, M & K, deposited certain securities, to the value of £27,000, with the District Bank, Limited, in order to secure the debts of the firm. Later, the two partners respectively and severally gave guarantees to the bank for the purpose of guaranteeing the total sum to be advanced by the bank to the firm, a term in the guarantee being that each partner's liability was to be limited to £15,000. Under a deed of arrangement, the firm and the estates of its partners were to be wound up as if in bankruptcy, and the bank proved for their debt against the firm, bringing into account the securities they held in respect of it, but they also claimed to prove against the estates of M and K in the sum of £15,000 each. The state of the assets showed that the full claim of the bank, for about £67,000, would not be satisfied, there being a deficiency both in respect of the firm and of the partners' estates. The trustee of the deed of arrangement contended that the proofs against the estates of M and K for £15,000 each ought only to be admitted upon the bank bringing into account the securities deposited by them for the purpose of securing the firm's debt.

Held, that the liability of the firm and of M and K were separate entities. By s. 167 of the Bankruptcy Act, 1914, a secured creditor is a person holding a security "for a debt due to him from the debtor"; therefore, in proving for the two sums of £15,000, the securities deposited were not in respect of debts due from the two debtors, M and K, and the proofs should be admitted against them without accounting for securities held in respect of a debt due from the firm.

In re Turner; *ex parte* West Riding Union Banking Co. (30 W.R. 239; 19 Ch. D. 105) *distinguished.*

Appeal from a decision of P. O. Lawrence, J., upon a summons under s. 23 of the Deeds of Arrangement Act, 1914. The facts of the case appear in the head note. P. O. Lawrence, J., ordered the proofs in respect of the two sums of £15,000 to be admitted, without bringing the securities into account. The trustee of the deed of arrangement appealed. The Court dismissed the appeal.

Sir ERNEST POLLOCK, M.R., said that it was clear that the assets of the firm and of the individual partners were separate entities, and to him the whole question was whether, in considering what was the liability of the estates of these two partners, it could be said that they were quite independent of the administration of the estate of the firm, and whether it could be said that in respect of the proof of the bank against the separate estates for £15,000 each they were secured creditors. In *In re Turner; ex parte West Riding Union Banking Co.*, Sir George Jessel, M.R., said (30 W.R. 239; 19 Ch. D., at p. 112): "The principles of the bankruptcy law are plain enough. A man is not allowed to prove against a bankrupt's estate, and to retain a security which, if given up, would go to augment the estate against which he proves." Sir George expanded that rule to the case where there had been a partnership, and said that the question soon arose as to whether the separate estate of a partner, as apart from the partnership estate, was within the rule which enabled a man to prove the full amount of his debt without giving up his security when the property pledged was that of a stranger, and he pointed out that it was once held that it was. In the present case, what was suggested was that the bank ought not to be entitled to prove for the £15,000 against each of the separate estates without bringing into account the securities which they held in reference to the debts which *primâ facie* were to be paid by, and fell to be proved against, the estate of the firm. But if they were to release the security, it would not go to the advantage of the estates against which the proofs fell to be made, those of the individual partners in the proofs under the guarantee, it would go and fall to the estate of the partnership. The two matters were quite independent, and a secured creditor under the bankruptcy rules was a person who, by the interpretation section, s. 167, was a person who held "a mortgage, charge, or lien on the property of the debtor, or any part thereof, as a security for a debt due to him from the debtor." Therefore the secured creditor must, first, hold a security on the property of the debtor, and, secondly, in respect of a debt due to him "from the debtor." Applying that definition, there was a confusion of thought in suggesting that there was not an absolute right on the part of the bank to prove against the separate estate of the debtors in respect of the guarantees. That liability was not to be confounded or confused with what had been done and which belonged to the estate of the partnership. They should be treated as entirely separate entities, and there was no method by which it would be possible to bring in a security which was appropriate to or belonged to quite a different bankruptcy, and which might ensue to the benefit of a different bankruptcy from that in which the particular proof was made. The appeal must therefore be dismissed, with costs.

ATKIN and SARGANT, L.JJ., delivered judgments to the same effect.—COUNSEL: *Clayton*, K.C., and *Tindale Davis*, for the appellant; *Hansell* and *du Parcq*, for the respondents. SOLICITORS: *Billinghurst, Wood & Pope; Hickson & Parish*, for *Slater, Heelis & Co.*, Manchester.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

STEPHENSON *v.* **THOMPSON.** No. 1. 27th March.

BILL OF SALE—REGISTRATION—SALE OF GROWING CROPS—"PERSONAL CHATTELS"—"TRANSFER OF GOODS IN ORDINARY COURSE OF BUSINESS"—EXCEPTION FROM REGISTRATION—VALIDITY OF SALE AGAINST CREDITORS UNDER DEED OF ASSIGNMENT—BILLS OF SALE ACT, 1878, 41 & 42 Vict. c. 31, s. 4.

A farmer sold his growing crop of potatoes in the ordinary course of business under a written contract of sale. It was not registered as a bill of sale. Subsequently, but before the potatoes were lifted, he entered into a deed of arrangement for the benefit of his creditors.

Held, that though "personal chattels" in the Bills of Sale Act, 1878, s. 4, were defined as including growing crops, such crops were also "goods" within the Act, and the sale came within the exception of "transfers of goods in the ordinary course of business of a trade or calling," and therefore was valid against subsequent creditors.

Tennant *v.* Howatson, 13 App. Cas. 489, *not followed.*

Decision of Shearman, J. (*ante*, p. 370), *reversed.*

Appeal from a decision of Shearman, J. (reported *ante*, p. 370). By an agreement dated 12th May, 1922, the vendor, who was a farmer of Long Sutton in Lincolnshire, agreed to sell to the defendant, also a farmer, the crop of potatoes planted on his farm at Terrington Marsh for £3,000, to be paid in two instalments. The crop covered an area of 100 acres. In October, 1922, the vendor executed a deed of arrangement with his creditors, of which the plaintiff was trustee. At that time some 16 acres of the potatoes had been lifted and removed, but the remainder were still in the ground. They were subsequently lifted and sold for £1,264. The plaintiff, as trustee, commenced this action against the defendant for the determination of the question as to the ownership of the proceeds of sale of the crop, and contended that the contract should have been registered under the Bills of Sale Act, 1878, and not having been so registered, it was void as against creditors. Under s. 4 of the Act "personal chattels" are defined "goods, furniture and other articles capable of complete transfer by delivery and (when separately assigned or charged) fixtures and growing crops. 'Bills of sale' include assignments transfers . . . and other assurances of personal chattels, but shall not include the following documents, *i.e.*, . . . transfers of goods in the ordinary course of business of a trade or calling." Shearman, J., held that growing crops were personal chattels, but not goods within the Bills of Sale Act, 1878, and therefore did not come within the exception. As the agreement for sale was unregistered, it was void as against creditors, and he made a declaration to that effect and gave judgment for the plaintiff. The defendant appealed.

The COURT allowed the appeal.

Sir ERNEST POLLOCK, M.R., having stated the facts, proceeded: According to a very sensible practice there had been prepared a memorandum of agreed facts, the only question in dispute being one of law. The district was one in which the growing of potatoes was carried on on a very large scale. Shearman, J., held that the case was concluded by authority. Before dealing with the authorities he (his lordship) desired to make two general comments. The court had to consider the meaning of the Bills of Sale Act, 1878, and they were invited to say that, as there had been a previous Act in 1854 which the Act of 1878 amended, they could by a superior position of one Act on the other ascertain a general principle of interpretation applicable to the Acts. He (his lordship) could not accept the principle that there was a sort of Parliamentary interpretation of an Act of Parliament to be obtained by comparing it with a previous Act, especially when the later Act repealed the former. It was not as if the two Acts were to be read together; that would be a different case. Secondly, there were some very important and valuable observations made on the Bills of Sale Acts in *Gough* v. *Everard*, 2 H. and C. 1, where Pollock, C.B., said: "If any class of Acts ought to be construed strictly, it should be those which, having for their object the prevention of fraud, have in certain cases a tendency to invalidate *bonâ fide* contracts. Where fraud does not exist, this Act should at all events receive no more than its true construction." Bills of Sale Acts were passed in order to prevent fraud and to prevent persons giving credit to other persons in possession of property apparently, but not really, belonging to them. It might do a very great deal of harm if instruments used in the ordinary course of trade had to be registered as bills of sale. Forty-five years had passed since the Act of 1878 was passed, and Mr. Hansell, who had had a great experience in such matters, could only recollect one case in which it was decided that a similar instrument ought to be registered as a bill of sale, and that case was not reported. To have to comply with the requirements of the Bills of Sale Act, 1878, would impose a very serious impediment upon the ordinary business of the district. The interpretation section of the Act was s. 4. It was accepted that the document would fall within the *primâ facie* definition of a bill of sale, but there was an exception of various classes of documents including "transfers of goods in the ordinary course of business of a trade or calling." He (his lordship) did not think it could be disputed that the document in the present case was a transfer and was made in the ordinary course of business of a trade or calling. It was said, however, that as "personal chattels" included growing crops in its definition, the exception was not wide enough to include growing crops dealt with in the ordinary course of business. In a decision of importance, such as the present, it was desirable to be as clear as possible, and in his (his lordship's) judgment this was a document transferring the potatoes from buyer to seller in the ordinary course of business. The case relied on by the respondents was that of *Brantom* v. *Griffits*, 1 C.P.D. 349, and on appeal 2 C.P.D. 212. There a question arose under the Bills of Sale Act, 1854, and it was clear that the basis of the decision was that, although the growing crops were goods, they were not goods capable of complete transfer by delivery. The decisions in that case did not cast any doubt upon the question whether growing crops were "goods." In *Evans* v. *Roberts*, 5 B. & C., 829, it was decided that growing crops were not an interest in land, but were "goods" within s. 17 of the Statute of Frauds. That decision had held its own since 1826. The court had had its attention called to another case—a decision in the Privy Council, *Tennant* v. *Howatson*, 13 App. Cas., 489. That was a decision on a Trinidad ordinance, and was not technically binding on the present court, but, of course, entitled to very great respect. The ordinance was one based on the Bills of Sale Acts, 1878 and 1882, and therefore, dealt both with absolute and conditional bills of sale. Lord Hobhouse said in that case, at p. 493:—"Their lordships think that the word 'goods' in this context does not include growing crops. The expression 'personal chattels' is defined to mean 'goods, furniture, and other articles capable of complete transfer by delivery, and (when separately assigned or charged) fixtures and growing crops.' If it were not for this express definition, growing crops would not be personal chattels, and the word 'goods' is not at all calculated to include them." For his part he (his lordship) thought that was a mistake. The word "goods" was calculated to, and did, include growing crops. The case of *Evans* v. *Roberts*, *supra*, was not cited to the Privy Council in argument. Having regard to that mistake, it seemed that the court was not bound to have regard to that decision, which really, however, turned upon the transfer not being one in the ordinary course of business. In his lordship's opinion the exception did include documents of the nature of the present one. The effect was that the declaration asked for should not have been made. The appeal must be allowed, and the action dismissed with costs.

ATKIN, L.J., and SARGANT, L.J., delivered judgment to the same effect, the former referring to *Marshall* v. *Green*, 1 C.P.D. 35, where growing timber was held to be goods, and the latter observing that s. 4 of the Act was a mass of words thrown together, overlapping and without logical distinctions.—COUNSEL: *Clayton*, K.C., *Dyer*, K.C., and *P. E. Sandlands*; *E. W. Hansell* and *W. N. Stable*. SOLICITORS: *Smiles & Co.*, for *Mossop and Mossop*, Spalding: *Smith, Rundell, Dods & Bochett*, for *Calthrop and Leopold Harvey*, Spalding.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

NIXON *v.* ERITH URBAN DISTRICT COUNCIL. No. 2. 19th and 20th February.

LOCAL GOVERNMENT—URBAN DISTRICT COUNCIL—WORK DONE AT REQUEST OF COUNCIL—HOUSING SCHEME—CONTRACT FOR OVER £50—QUANTITY SURVEYOR—CONTRACT NOT UNDER SEAL—EXECUTED CONSIDERATION—PUBLIC HEALTH ACT, 1875, 38 & 39 Vict., c. 55, s. 174—HOUSING OF THE WORKING CLASSES ACT, 1890, 53 & 54 Vict., c. 70, s. 56—HOUSING, TOWN PLANNING, &C., ACT, 1919, 9 & 10 Geo. 5, c. 35, s. 1.

A quantity surveyor claimed fees from an urban district council in respect of work done on their behalf in connection with a proposed housing scheme under s. 1 of the Housing, Town Planning, &c., Act, 1919, which had in the meantime been abandoned. The urban district council resisted the claim on the ground that the contract made with the plaintiff had not been sealed with the seal of the council, and as the contract was for over £50 the plaintiff could not recover, because the urban district council could not contract for over £50 except under seal.

Held, that the urban district council could not contract for over £50, and therefore as the sum claimed was over £50 and the contract was not under seal, the plaintiff could not recover.

Decision of Bailhache, J., 68 SOL. J., 141, 1924, 1 K.B. 87, *affirmed.*

Appeal from Bailhache, J. The facts are stated in the judgment of Bankes, L.J.

BANKES, L.J.: This is an appeal from a judgment of Bailhache, J., in an action in which a quantity surveyor sought to recover the amount which he said was due to him under a contract of employment under which he was employed by the defendants the Erith Urban District Council, to take out the quantities under a building scheme in which they proposed to erect seventy-nine pairs of houses. The urban district council contested the claim on two grounds, first, that the plaintiff was only employed to take out the quantities for one pair of the houses, because that was all that was wanted, as the other seventy-eight pairs were merely duplicates of the first pair, and the claim in amount was exorbitant and excessive because the claim was based on a scheme applicable to the whole seventy-nine pairs, whereas a fair remuneration for work done would be in respect of one pair only. That point has not been decided, but the learned judge has

intimated that in his view the claim is exorbitant, and it is only one of the many instances in which we see the difficulty of carrying out these building schemes when carried out by public authorities. However, I pass that by. I express no opinion upon it, nothing has been decided. The second ground was that the plaintiff could not recover because there was no contract under seal. The plaintiff had been employed by the architect of the urban district council, and the architect is said to have had full power to employ him, but the urban council took their stand upon the provisions of the Public Health Act, 1875, applicable to urban authorities, that they could only contract in such a contract as this for an amount more than £50, by a contract under seal. The learned judge has held that that defence is a good defence, but I gather from his judgment that this particular point which has been mainly argued before us was not discussed at length before him. In my opinion the whole question depends upon the proper construction to be placed upon s. 56 of the Housing of the Working Classes Act, 1890. The object of that Act was to confer new jurisdiction and new powers upon a certain number or certain classes of what I may call local authorities. There were four classes, I think—three classes expressly mentioned—and, in my view of the construction of the section, four classes aimed at; one was the London County Council, the local authority in respect of that area; there were the two classes of sanitary authorities, the urban sanitary authority and the rural sanitary authority, and there were the Commissioners of Sewers in respect of the area over which they exercise jurisdiction; and the object of the statute was to confer upon each of those authorities within their particular area an optional power of erecting houses for the working classes. As regards the rural sanitary authorities, they were placed under the obligation of obtaining the consent of their county council before they could exercise the option, but with regard to the three other authorities they were free to exercise the option as and when they desired. Section 56 of the Act of 1890, provides: "Where this part of this Act"—that is, the part which deals with the erection of houses for the working classes—"has been adopted in any district, the local authority shall have power to carry it into execution (subject to the provisions of this part of this Act with respect to rural authorities) and for that purpose may exercise the same powers whether of contract or otherwise as in the execution of their duties in the case of the London County Council under the Metropolis Management Act, 1855, and the Acts amending the same, or in the case of the sanitary authorities under the Public Health Acts, or in the case of the Commissioners of Sewers under the Acts conferring powers on such Commissioners." The section is obviously not well drafted, and one has to put a meaning on it having regard to the other provisions of the statute and the obvious intention of the Legislature. Now the obvious intention of the Legislature, as I read this section, was to give to each one of these local authorities within their particular district, the same powers of contracting as they had when executing their duties under the particular Acts of Parliament applicable to their particular case, and if that is so the section reads: "and for that purpose may exercise the same powers whether of contract or otherwise as, in the case of the London County Council, that body may exercise in the execution of its duties under the Acts named, or, in the case of Sanitary Authorities, those authorities may, within their district exercise under the Public Health Act," and so forth. If that is so, it follows that the powers given to each authority are not cumulative in the sense that any one authority may exercise any power which any of the other authorities have under their respective Acts of Parliament, but it is giving to each authority separately in respect of this additional power of erecting working class houses, the powers that they already had for exercising their existing powers under the Act specially referable to their case. It is said that the section does not distinguish between urban and rural sanitary authorities, and that it should be read as though urban and rural sanitary authorities should for this purpose have the same powers as either of those authorities has within its particular district. There I do not agree. I think it must be read distributively and as dealing with each class of sanitary authorities separately, and conferring upon that sanitary authority the power which it has under the Act specially dealing with its particular powers. If that is so, it follows that with, regard to its powers of contracting in the exercise of its duty, an urban sanitary authority has no power to contract for an amount in respect of a matter exceeding £50 except under seal, and so far, therefore, as the construction of s. 56 is concerned, and the construction of the Housing of the Working Classes Act, 1890, is concerned, in my opinion, the view taken by the learned judge is right, although I do not think that this particular point was argued at length before him. But then Mr. Hurst took another point, namely, that whatever the meaning of s. 56 may be it is immaterial now to consider, because the optional powers given by the Act of 1890 have become compulsory under the Housing and Town Planning Act of 1919, and the effect of making the powers compulsory is to sweep away or render no longer operative the optional powers under the Act of 1890. With submission to him it is not possible to adopt that argument, having regard to the language of the Act of 1890, remembering that it is only under the Act of 1890 that the sanitary authority has any power at all to carry out any housing scheme, and although it is optional under that Act, it is only in that Act that there is any power at all to carry out such a scheme. Section 1 of the Act of 1919 provides: "It shall be the duty of every local authority within the meaning of part 3 of the Housing of the Working Classes Act, 1890 . . . to consider the needs of their area with respect to the provision of houses for the working classes, and within three months after the passing of this Act, and thereafter as often as occasion arises, or within three months after notice has been given to them by the Local Government Board, to prepare and submit to the Local Government Board a scheme for the exercise of their powers under the said Part 3." One of their powers under the said Part 3 is to make a contract because it is only under s. 56 that they have any power to make any contract at all in respect of a housing scheme. Section 1 of the Act of 1919, makes compulsory the exercise of powers conferred on local authorities by the Act of 1890. It follows, therefore, that it is impossible to accept an argument that s. 56 of the Act of 1890 has ceased to operate. For these reasons, in my opinion, the appeal fails and must be dismissed.

SCRUTTON and SARGANT, L.JJ., concurred. Appeal dismissed. —COUNSEL: *Schiller*, K.C., *J. G. Hurst*, K.C., and *A. de W. Mulligan*; *Montgomery*, K.C., and *William Allen*. SOLICITORS: *Webster & Webster*; *Sharpe, Pritchard & Co.*, for *Douglas S. Twigg*, Erith.

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

In re **DILKS: GODSELL** *v.* **HULSE.** Tomlin, J. 5th March.

SETTLED LAND—POWERS OF TENANT FOR LIFE—INFANTS—EXECUTORY INTERESTS—SETTLED LAND ACT, 1882, 45 & 46 Vict. c. 38, s. 58, s-s. 1 (ii).

The testator's will contained a gift for life to a daughter of the income of a share, such share to be held after her death in trust for such of the daughter's children as should be living at his death, or born afterwards, or should have died in his lifetime leaving issue surviving him in equal shares. The will contained a provision that during minority the income of any share to which a minor might be entitled in expectancy might be applied in maintenance. The two adult grand-children of a testator were held entitled to exercise the powers of a tenant for life under the Settled Land Act, 1882, s. 58, s-s. 1 (ii), as being tenants in fee simple with an executory limitation gift or disposition over on failure of issue, or in any other event, such provision as to maintenance being held, only an additional defeasance and not a partial disposition of the interest.

This was a question whether certain persons had the powers of a tenant for life under the Settled Land Acts. The testator, J. D., by his will dated the 5th June, 1905, gave his real estate and residuary personal estate to trustees upon trust for sale and conversion and to appropriate a one equal fourth share of the net proceeds to each of his four daughters. He directed that the shares so appropriated were not to vest absolutely in the daughters, but should be retained by the trustees, who should stand possessed of the share of each daughter upon trust for her during her life, and, after her decease, upon trust to appropriate such share unto such children or child of such daughter as should be living at his death, or born afterwards, or should have died in his lifetime leaving issue surviving him, in equal shares. And the testator went on to declare that the share of any grandson born in his lifetime was not to vest absolutely, but was to be held in trust to pay the income thereof to such grandson if surviving the testator during his life, and after his death, "for all or any of the children or child of such grandson who being a son or sons attain the age of 21 years or being a daughter or daughters attain that age or marry if more than one in equal shares." The testator died in 1906. Eve, J., had decided that, by reason of a subsequent provision in the will directing that the trust for sale should not be exercised during the lives of the testator's grand-children or the survivor of them, the trust for sale was void, and the testator's real estate still remained unconverted. The order so deciding was dated 27th July, 1911. It was not desired to effect a sale under the Settled Land Acts, and no difficulty arose with regard to the shares of three of the daughters. With regard to the share of the fourth child, K. S. H., she had issue one son only, E. J., who predeceased his mother in 1920, leaving four children. Of these children one son was of age, one daughter was married, and the remaining two children were infants and unmarried. K. S. H. died on 23rd September 1923. The question which was raised by the summons was whether the two adult children of the deceased son could exercise the powers of a tenant for life under the Settled Land Acts, 1882,

s. 58, s-s. 1 (ii), as being tenants "in fee simple with an executory limitation gift or disposition over on failure of issue or in any other event." But for a further provision in the will, the adult children would, having regard to the decision in *In re Averill*, 1898, 1 Ch. 523, have been entitled to the whole of the real estate, including the intermediate rents, subject only to their interests being partially divested by reason of younger members of the class attaining twenty-one years of age, and the case would admittedly have been covered by the decision of Eve, J., in *In re Walmsley*, 1911, W.N. 139. The provision which gave rise to this summons was as follows: "that during the minority of any grandson or great-grandson or the minority or discoverture of any granddaughter or great-granddaughter of mine whether born before or after my death the income of any share to which such minor may be entitled for life or for any less period or to the capital whereof such minor may be entitled in expectancy may be applied by my trustees wholly or partially for the maintenance education or benefit of the minor so entitled in such manner as my trustees may think fit and any surplus of such income shall be accumulated by my trustees by the investment thereof and the accruing income thereof so as for all purposes to be added to and become part of the capital of such share."

TOMLIN, J., after stating the facts, said: On its true construction, the only effect of the additional provision in the testator's will is to confer an overriding power on the trustees in relation to the application of the income which has already passed by the gift to those children of the grandson who have attained twenty-one years of age or married, and for a defeasance of that same gift in the event of the younger children attaining the age of twenty-one years. It is an additional defeasance and not a partial disposition of the interest followed by a disposition of the remainder to those who had attained twenty-one years of age. It follows that there is no distinction between this case and one where there is no such provision as to maintenance, and that the adult children have the powers of a tenant for life under the section.—COUNSEL: *Colquhoun Dill; Gavin Simonds; Gover*, K.C., and *R. Peel*. SOLICITORS: *Peacock & Goddard*, for *Moody & Woolley*, Derby.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

PERFORMING RIGHT SOCIETY, LIMITED *v.* MITCHELL & BOOKER (PALAIS DE DANSE) LIMITED. McCardie, J. 6th February.

COPYRIGHT—MUSICAL WORKS—INFRINGEMENT—PERFORMANCE AT DANCING HALL—AUTHORISATION—LESSEE OF HALL—CONTROL OVER HIRED ORCHESTRA—COPYRIGHT ACT, 1911, 1 & 2 Geo. 5, c. 46, ss. 1, 2.

The liability of a master in respect of infringements by his servant of copyright under s. 2 (1) *of the Copyright Act*, 1911, *is not confined to cases of infringement actually authorised by the master; and the provisions of s.* 2 (1) *are not cut down in that respect by the provisions of s.* 1 (2) *of that statute.*

Observations on the distinction between a servant and an independent contractor.

The plaintiffs claimed an injunction and damages against the defendants for alleged infringement of the plaintiffs' right of public performance in respect of two pieces of dance music. The pieces in question were among a series of which the plaintiffs owned the copyright, and which could not be performed without their licence. A comprehensive licence to perform any pieces included in the series could be obtained for £70 per annum. The conductor of the orchestra at the defendants' hall performed the two pieces, and, when enquiries were made by an inspector, on behalf of the plaintiffs, stated that this was done in ignorance of the fact that the defendants had not obtained a licence from the plaintiffs. The material statutory provisions were as follows: Copyright Act, 1911, "s. 1 (2) For the purposes of this Act, 'copyright' means the sole right to produce or reproduce the work or any substantial part thereof in any material form whatsoever, to perform, or in the case of a lecture to deliver, the work or any substantial part thereof in public . . . and shall include the sole right (*a*) to produce, reproduce, perform, or publish any translation of the work . . . and to authorise any such acts as aforesaid; s. 2 (1) Copyright in a work shall be deemed to be infringed by any person who, without the consent of the owner of the copyright, does anything the sole right to do which is by this Act conferred on the owner of the copyright." It was submitted on behalf of the defendants that they were not responsible for the infringement because the orchestra were not their agents and because they had not authorised the infringement, and it was contended that by reading together ss. 1 (2) and 2 (1) of the Act of 1911, the liability of the defendants did not extend to an infringement which had not been "authorised."

McCARDIE, J., delivering a considered judgment, said that the plaintiff company had over 500 members and held copyright in more than 1,000,000 works of various kinds. The defendants occupied a large building at Hammersmith, known as the Palais de Danse, which afforded dancing space for over 2,000 people. They provided refreshments and two bands of musicians, who played at different times. The plaintiffs were entitled to two copyright musical works called "J'en ai Marre" and "Mon homme." The defendants held no licence from the plaintiffs in November, 1922. They had held one at a previous period. On 30th November the plaintiffs' inspector visited the Palais de Danse in the afternoon. He gave evidence that a jazz band had played the whole of "J'en ai Marre" and a portion of "Mon homme." There had been a dispute at the trial with regard to the performance of the two pieces, but his lordship accepted the evidence of the inspector and held that the plaintiffs had established the infringement of the copyright in the two pieces. The vital question in the case was whether the defendants were responsible for the acts of the band. He must briefly refer to the provisions of the Copyright Act, 1911. Section 1 (1) gave protection to original literary, dramatic, musical and artistic work. [His lordship read the material portions of s-s. (2) and of s. 2 (1) set out above.] By s-s. (3) of s. 2 it was provided: "Copyright in a work shall also be deemed to be infringed by any person who for his private profit permits a theatre or other place of entertainment to be used for the performance in public of the work without the consent of the owner of the copyright unless he was not aware, and had no reasonable ground for suspecting, that the performance would be an infringement of copyright." The claim against the defendant under s. 2 (3) had, in his lordship's opinion, rightly been abandoned. His lordship was satisfied that the defendants did not permit within the meaning of s. 3 (2) the infringing performance. They did not know that the infringing performances would take place, or were in fact taking place, and they had no reasonable ground for suspecting that there would be an infringement of copyright by the band. No programme of music was printed or announced. Clearly printed notices were put up by the defendants, which were worded as follows: "To Band Conductors, Musicians, &c. Important. Only such music as may be played without fee or licence is allowed to be played in this Hall. Controlled music is strictly prohibited and the proprietor will not be responsible for any infringement." The contract with the band contained a clause rendering the artistes, in the event of infringement of copyright, liable for damages and costs incurred by reason of the infringement. The agreement with the band, which consisted of twenty-four clauses, would have to be considered for the purpose of ascertaining whether they were the servants of the defendants or were independent contractors. The band could have been sued for infringement of the copyright. Moreover, the defendants would be clearly liable for infringement, although the band were in law and in fact independent contractors, if the defendants had actively directed, counselled, or aided the infringement. His lordship proceeded to consider the tests to be applied in deciding whether a man was a servant or an independent contractor. He then summarized the agreement between the defendants and the band and said that, in his view, the agreement in question, which was signed by each of the five members of the band in question, was an agreement which made the band the servants of the defendants. It provided for seven hours' daily service. It used the word "services." It mentioned "salary." It mentioned "pay." It used the word "employ." It provided for a period of employment. It provided that the band should play at any place in London where the defendants might direct. It provided that their services should be at the exclusive disposal of the defendants. It gave the defendants the right of immediate dismissal for the breach of any reasonable instructions or requirements. Above all, it appeared to give to the defendants the right of continuous, dominant, and detailed control on every point, including the nature of the music to be played. In his lordship's view this was a case, not of an "independent contractor" agreement, but of a "service" agreement with several peculiar features appropriate to the employment of a band. He thought that the defendants were *primâ facie* liable for an infringement by the band of copyright. In view of that ruling he must consider the next point taken by counsel for the defendants. They submitted that, even if the band were the servants of the defendants, yet in view of the prohibition against infringement, both in clause 4 of the agreement (by which it was provided that they should not infringe any copyright and should be liable for damages and costs caused by infringement) and in the further notice, the defendants could not be fixed with liability. That raised the question as to whether the principle of *Limpus* v. *London General Omnibus Co. Ltd.*, 11 W.R. 149; 32 L.J. Ex. 34, applied in favour of the plaintiffs. His lordship was satisfied that the band did not infringe copyright knowingly or wilfully, and, in his opinion, the case of *Joseph Rand, Ltd.* v. *Craig*, 63 SOL. J. 39; 1919, 1 Ch. 1, cited by counsel for the defendants, did not apply. Holding, therefore, as he did, that the band were the defendants' servants acting in the course of their employment, and that the

defendants' general prohibition did not absolve them from responsibility, it followed that the plaintiffs must succeed unless the next argument for the defendants was a sound one, viz., it was contended that ss. 1 and 2 must be read together, and that, having regard to the word "authorise" in s. 1 and the wording of s. 2 (1), the master is not liable for the infringement by his servant, unless he, the master, actually authorised the infringement complained of. His lordship could not accept that argument. He saw nothing in s. 1 which cut down the liability imposed by s. 2. He agreed with the views expressed by Scrutton, L.J., in *Performing Right Society, Ltd.* v. *Ciryl Theatrical Syndicate, Ltd.*, 1924, 1 K.B. 1, and with the views expressed on the Copyright Act, 1911, in McGillivray, 1912 ed., at p. 22. In his lordship's view the points raised by the defendants failed and there must be judgment for the plaintiffs and an injunction.—COUNSEL: *Hon. S. O. Henn Collins; Grant*, K.C., *St. John Field* and *Lloyd-Williams*. SOLICITORS: *Syrett & Sons; R. C. Bartlett.*

[Reported by J. L. DENISON, Barrister-at-Law.]

DURNFORD *v.* **BAKER.** Rowlatt, J. 11th and 12th March.

DIVORCE—WIFE'S PETITION—WIFE'S SOLICITOR NOT INFORMED BY HER OF FACTS BARRING HER SUIT—WIFE'S MISCONDUCT—PROCEEDINGS DISCONTINUED—PETITION DISMISSED FOR WANT OF PROSECUTION—COSTS OF WIFE'S SOLICITOR—HUSBAND'S LIABILITY IN RESPECT OF WIFE'S COSTS.

A wife consulted a solicitor with a view to commencing proceedings against her husband for a divorce on the grounds of his cruelty and adultery. A petition was duly presented, but the wife's solicitor was not informed by her of her own misconduct. The husband's solicitor subsequently informed the wife's solicitor that the husband had committed adultery, but said nothing as to the wife's misconduct. When that fact was communicated to the plaintiff the proceedings were discontinued and the petition was dismissed for want of prosecution. The wife's solicitor commenced an action against the husband to recover the wife's costs.

Held, that the non-disclosure by the wife to the plaintiff of the facts which barred her suit did not entitle the plaintiff to recover the costs from the husband on the footing that the plaintiff had no reason to suppose the existence of those facts; that the admission by the husband's solicitor that the husband had committed adultery could not be assumed to be an admission that the petition would be undefended, and that the action must be dismissed.

Action. The plaintiff, who was a solicitor, claimed to recover from the defendant costs in respect of professional services rendered by him to the defendant's wife in divorce proceedings. The wife consulted the plaintiff in 1921 with a view to the commencement of proceedings of divorce against her husband on the grounds of his cruelty and adultery. She informed him that she had been a good wife, and that there was nothing against her. The plaintiff, as a result of enquiries, ascertained that the defendant had committed adultery, and after a petition had been presented on behalf of the wife, he was informed by the defendant's solicitor that the defendant had committed adultery. The cruelty was, however, denied. The defendant discovered that his wife had committed adultery, and when the plaintiff was informed of that fact the proceedings were discontinued, and the petition was dismissed for want of prosecution. At the time when the petition was presented the plaintiff did not know of the misconduct of the wife.

ROWLATT, J., delivering judgment, said that it would be unreasonable to hold that the plaintiff could say that, although his own client had withheld the information as to her misconduct, nevertheless; as he had no reason to suppose that those facts existed, he was entitled to recover his costs from the husband. A solicitor must take the risk of being misinformed by the wife on points affecting her own conduct. The information given to the plaintiff by the defendant's solicitor that the defendant had committed adultery did not amount to a representation that the suit would be undefended or to an implied promise to pay the costs. There must therefore be judgment for the defendant.—COUNSEL: *Charles*, K.C., and *Acton Pile; F. Hinde* and *A. C. D. Jackson*. SOLICITORS: *Durnford & Son; Bentley & Jenkins*, for *R. Thurlow Baker*, Southend-on-Sea.

[Reported by J. L. DENISON, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* **BIRCH.** 25th February.

CRIMINAL LAW—EVIDENCE—DEPOSITIONS—EVIDENCE AT TRIAL INCONSISTENT WITH DEPOSITIONS—LEAVE TO TREAT WITNESS FOR PROSECUTION AS HOSTILE—CROSS-EXAMINATION ON STATEMENTS SWORN AT POLICE COURT—ADMISSIBILITY OF DEPOSITIONS AS EVIDENCE—USE OF DEPOSITIONS TO IMPEACH CREDIT OF WITNESS—CRIMINAL PROCEDURE ACT, 1865, 28 & 29 Vict. c. 18, s. 5.

Where a witness for the prosecution on a criminal charge gives evidence at the trial which contradicts statements sworn by him or her at the police court hearing, and counsel for the prosecution has thereupon obtained leave to treat the witness as hostile, counsel for the prosecution is entitled to use the depositions to impeach the credit of the witness and may cross-examine the witness on the statements sworn by him or her at the police court hearing. But the depositions cannot be admitted in evidence at the trial. Where, therefore, a judge directed the jury at a criminal trial that they could, if they were prepared to do so, act on the police court evidence, it was held that he had misdirected the jury.

Appeal against conviction and sentence. The appellant, Target Tillson Birch, was convicted at Leicester Assizes on 26th January, 1924, on an indictment under the Criminal Law Amendment Act, 1885, 48 & 49 Vict. c. 69, charging him with having carnal knowledge of a girl named Winifred Ellen Roche, who was at the time of the alleged offence above the age of thirteen and under the age of sixteen, and was sentenced to nine months' imprisonment with hard labour. The appellant was the step-father of the girl. The alleged offence took place between 13th September and 23rd September, 1923, while the girl's mother was away at Hinckley Hospital. On 26th September the girl wrote a letter to her aunt, a Mrs. Smith, and Mrs. Smith thereupon sent for one Gadsby, an uncle of Winifred Roche. They both interviewed the appellant. The uncle stated that certain admissions were made to him by the appellant. The evidence of the doctor was consistent with recent connection. The aunt took her niece away with her. At the police court the girl gave evidence which implicated the appellant in the offence. Between this hearing and the trial the girl lived at home again with her mother and step-father. At the trial she stated that what she had said before the magistrates was untrue. The jury were directed that they could act on the statements made at the police court hearing if they so wished.

AVORY, J., delivered the judgment of the court (AVORY, HORRIDGE and SHEARMAN, JJ.). In this case the appellant was convicted on an indictment charging him with having carnal knowledge of a girl who was just under the age of sixteen when the alleged offence was committed. The learned Commissioner who tried the case was right in telling the jury that the statute under which the charge was brought did not require corroborative evidence. While pointing that out, he warned the jury that they should not act on the uncorroborated testimony of the girl. Counsel for the Crown rightly drew attention to the fact that there were two or three persons who might have afforded corroboration of the girl's story. There were the aunt, the uncle and the doctor. On reading the aunt's evidence in cross-examination the learned Commissioner warned the jury that it was not reliable and advised them to take no notice of it. The uncle's evidence was that, in the first place, the appellant said to him: "It is all lies and tales that are going about." He alleged that at a later stage of the conversation the appellant said that he would be sorry if anything happened to the girl in consequence of what he had done. If these were the only words used, and if they were uttered in that order, it is clear that there was evidence of corroboration. But it is also clear that the slightest change in the order makes all the difference. Assuming that the admissions are correctly stated, and assuming that the evidence of the doctor was consistent with recent connection, the main question for the court to-day is whether there was any evidence on the part of the girl herself which called for corroboration. Counsel for the Crown has invited the court to say that, apart from the girl's evidence, there was sufficient evidence given by the uncle and the doctor to justify a conviction. It is impossible to say that the jury would certainly have come to the same conclusion on the evidence only of the uncle and the doctor. It must therefore be considered whether there was any evidence given by the girl which the jury could take into consideration. As not infrequently happens, this girl, before the magistrates, gave evidence clearly implicating the appellant in the offence, while at the trial she stated on oath that her evidence at the police court was all untrue. She was confronted with the evidence given before the magistrates. She denied it, and the learned Commissioner quite properly allowed her to be cross-examined. She still maintained that her evidence at the police court was totally untrue.

Section 5 of the Criminal Procedure Act, 1865, provides that a witness can be cross-examined as to previous statements made by him or reduced into writing relative to the subject-matter of the indictment or proceeding. The judge is permitted at any time during the trial to require production of the writing for his inspection, and can thereupon make such use of it for the purposes of the trial as he may think fit. Reliance has been placed by counsel for the Crown on the words "thereupon make such use of it for the purposes of the trial as he may think fit." It is quite clear that those words do not mean that the judge can make any improper use of the writing, but only that he can call the attention of the jury to other parts of the writing to which their minds have not been directed. Section 3 of the same Act states that "A party producing a witness shall not be allowed to impeach his credit by general evidence of bad character, but he

may, in case the witness shall, in the opinion of the judge, prove adverse, contradict him by other evidence, or, by leave of the judge, prove that he has made at other times a statement inconsistent with his present testimony . . ." The court has to consider, apart from the authorities, what the effect is when a witness, called by the prosecution, was allowed to be treated as hostile and to be contradicted by a statement made on a previous occasion inconsistent with the testimony given at the trial. Such contradictory statement shows that the witness is not to be believed on oath. It may well be in some cases that, though the whole of a witness's evidence may be misleading, there may be sufficient evidence to justify a conviction. It is necessary to see if this is so in the present case. The confusion which has arisen here not infrequently arises from supposing that the depositions in the court below are evidence at the trial. They are not. They may be used, under certain sections in the Criminal Procedure Act, 1865, to contradict a witness. If what a witness has said before the magistrates is untrue, the witness having so said at the trial, how can such statement be left to the jury to act on? The jury must be guided by the evidence given at the trial. In this case the evidence of the girl at the trial was that the appellant had done nothing to her.

With regard to the authorities, *R.* v. *White*, 1922, 17 Cr. App. R. 59, can be distinguished on the ground that the statement there is not on oath. The principle, however, is precisely the same. In *R.* v. *Williams*, the statement in question was on oath, and Lord Alverstone, C.J., said this (1913, 8 Cr. App. R., at p. 136): "If Florence Seymour had said that all her previous evidence was untrue your point would be good, but at the trial she spoke to practically every important incident sworn by her in her deposition, and said that they were true, but that they happened on 8th October and not 9th October. Can that make her evidence as to the facts inadmissible?" Again he said (at p. 140): "I will say at once that the jury have to deal with the evidence given at the trial, but if that evidence contradicts the whole of the evidence given at the police court, then the evidence given at the police court was not of itself evidence against the appellant." That is undoubtedly direct authority here. The learned Commissioner himself granted the certificate on which the case is brought here, and on these grounds. He entertained some doubt as to whether he should withdraw the case from the jury, but, owing to the peculiar circumstances, thought it better to grant a certificate if a verdict of guilty was returned. And secondly, he entertained some doubt as to the proper direction to give to the jury. This direction, so far as material, was as follows: The learned Commissioner pointed out that the evidence of the girl's aunt, Mrs. Smith, was not reliable, and should be rejected. If the jury believed, and were prepared to act on, the evidence of the girl as given at the police court, there was some evidence of connection before the age of sixteen. If, however, they believed the evidence at the trial, then connection did not take place. The jury could, if they were prepared to act on the police court evidence, find the prisoner guilty, but if they were doubtful as to whether the girl was lying at the police court or at the trial, it was their duty to acquit. The court is bound to hold that this was a misdirection to the jury. In view of the other evidence in the case it was quite impossible to say that the jury would have convicted in the absence of that misdirection. It is clear that the jury did take into account, and act upon, the evidence given at the police court which was not evidence at the trial. The conviction must, therefore, be quashed. Appeal allowed—COUNSEL: *W. Norman Birkett; G. Wightman Powers.* SOLICITORS: *Herbert Simpson and Bennett*, Leicester; *The Director of Public Prosecutions.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

CASE OF LAST SITTINGS.

Court of Appeal.

HARPER *v.* **HEDGES.** No. 2. 6th November, 1923.

ECCLESIASTICAL LAW—TITHE—ANNUAL PAYMENT IN LIEU OF—RENT-CHARGE—PAYMENT "FREE FROM ALL TAXES AND DEDUCTIONS"—EXEMPTION OF PARSONAGE AND GLEBE LAND FROM RATES AND TAXES—CHARGE ON LANDS OF LORD OF THE MANOR—EXCHANGE OF PARSONAGE AND GLEBE—NEW PARSONAGE—NEW GLEBE—WHETHER EXEMPTION FOLLOWS EXCHANGE—CONSTRUCTION OF PRIVATE ACT OF PARLIAMENT—22 GEO. II, No. 26, c. 9.

By an agreement made between the lord of the manor of a parish and the rector (which was embodied in a private Act of Parliament passed in 1749), *it was provided that the lord of the manor and his successors should pay to the rector and his successors a yearly sum of* £77 *free from all taxes and deductions in lieu of tithe, and should discharge the parsonage house and glebe lands from all manner of taxes whatsoever as well parliamentary as parochial (except the window tax), and further "that one annual sum or yearly rent-charge of* £77 *to be issuing and going out of all the said manor . . . shall be payable and paid to the"* [rector] *"and his successors rectors of the said parish forever free from all deductions for or in respect of any taxes charges or assessments taxed or imposed or to be charged or assessed upon the said premises or any part thereof out of which the said annuity or yearly rent-charge is to issue," and that the said lands thereby made liable to the annual payments of* £77 *should be also charged with and made liable to answer and pay all such parliamentary and parochial taxes, rates and assessments as should from time to time be taxed, charged or assessed upon the said parsonage house and glebe land, etc., other than and except the tax commonly called the window tax. In* 1785 *the old parsonage house was exchanged for a wholly new one. There was subsequently an exchange of glebe for other land. In* 1905 *the defendant bought from the then lord of the manor certain of the lands charged under the Act of* 1749, *with notice of the provisions of the Act of* 1749. *The plaintiff, who was inducted to the rectory in* 1910, *sought to enforce the provisions of the Act of* 1743 *against the defendant.*

Held, that on the construction of the Act of 1749, *the exemption from rates and taxes was limited to the specific parsonage house and the specific glebe land existing when the Act of* 1749 *was passed, and the benefit of the charge on the lands of the lord of the manor for the payment of the rates and taxes did not apply to the new parsonage and the glebe land exchanged for the old parsonage and the old glebe land.*

Decision of McCardie, J., 1923, 2 K.B. 314, *reversed.*

Appeal from McCardie, J. The plaintiff, the incumbent of the Parish of Broughton, claimed an exemption from the payment of rates on his rectory curtilage and glebe, and a declaration that the defendant's land was charged with a sum in respect of the rates and assessments paid by the plaintiff. The question turned on the construction of the private Act of Parliament passed in 1749, 22 Geo. II, No. 26, c. 9, which was passed to validate an agreement which had been entered into between the then lord of the manor and the then rector of the parish. The facts sufficiently appear from the head note. McCardie, J., gave judgment for the plaintiff. The defendant appealed.

BANKES, L.J., in giving judgment, said that, in the view which the Court took of the private Act of Parliament of 1749, it was not necessary to discuss a number of points raised in the Court below, and on which the learned judge had expressed an opinion. The main question was the construction to be put on the private Act. This was passed to validate an agreement previously entered into between the then lord of the manor and the then rector of the parish. The act must be construed as though it were an agreement between the parties; and it was not for the Court either to make a new agreement for the parties to fit the facts, or to consider what agreement the parties would have made if they had anticipated the event which in fact happened. There was no doubt that the original agreement, as confirmed by the statute, provided that the rectory and its curtilage and the glebe should for ever be freed from the payment of rates, and it also provided that the rent charge, which was to be paid in lieu of tithe, should be paid free of any deductions in respect of tax or charges or assessments. If the parties had contemplated that any change would take place either in the rectory or the glebe they might of course have provided that the exemption from rates should follow the change either in the rectory or the glebe, or they might have made it plain (as he thought they did) that they never contemplated any change either of glebe or rectory; and they used words which made it perfectly plain that what they were contracting about. and what the Act provided for, was a state of things which was to continue in respect of the particular house specifically described and particular fields or portions of land which then constituted the glebe. When once that conclusion had been come to, it followed that the exemption would not apply if in fact an exchange was subsequently made, substituting some other house or glebe for the then existing parsonage or glebe. Looking at the language of the statute, it contained an exact and particular description of an existing house, of existing out-houses, gardens and orchards, containing, as was there stated, one acre and a half, be the same more or less, and an exact description of the closes or parcels of land belonging to the rectory containing by estimation about eleven acres. So the recital had reference to a particular erection, a particular garden, particular out-houses and orchards and particular closes or parcels of glebe. Then the Act recited the agreement between the then lord of the manor and the then rector with reference to the payment of £77 free of all taxes in lieu of tithe "and for the discharge of the said parsonage and glebe land from all manner of taxes whatsoever." The agreement and the statute only provided for the discharge of the said parsonage house and glebe lands and nothing else. There was no provision applicable

to the state of things which in fact subsequently happened. Hence the rector must fail in his action in which he sought to recover rates which he had paid in respect of the substituted parsonage and substituted glebe and a declaration that for the future he was entitled to be exempt from the payment, or to be indemnified from the payment, of rates in respect of those premises.

SCRUTTON and ATKIN, L.JJ., concurred. Appeal allowed.—COUNSEL: *A. C. Clauson*, K.C., and *J. F. Eales*; *Sir M. M. Macnaghten*, K.C., and *G. M. Edwardes Jones*. SOLICITORS: *Markby, Stewart & Wadesons*; *Halse, Trustram & Co.*, for *F. T. Tanqueray Woburn*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

Cases in Brief.

Contract.

FORMATION OF CONTRACTS:—In two recent cases the question has arisen whether or not there exists an enforceable contract where the requisites required by law are alleged to be lacking. In the first case, the question concerned that fruitful source of difficulties, the absence of a memorandum in writing and the effect thereon of the Statute of Frauds. In the second case there was in existence a memorandum; but it was stated to be binding in honour only. In the first, a parol agreement was made on 7th May, 1921, by the terms of which an agricultural labourer was to be employed as such for one year commencing on 12th May, 1921. On that date the plaintiff entered his master's service and remained until the expiry of the year. He sued for his wages and was met with the defence that under s. 5 of the Statute of Frauds the agreement must be evidenced by a memorandum in writing since it could not be performed wholly in less than one year from its making. This plea the court upheld. Nor did part-performance avail, since the contract was not one which in Equity could be enforced by a decree of specific performance, the existence of which remedy alone gives jurisdiction in Equity in such a case. But, nevertheless, it was held that the servant could sue for "Work and Labour," on an implied promise to pay proper remuneration for work actually done. Here a subtlety came in. Under this implied contract he could *not* recover a year's wages but merely a *quantum meruit* for actual work done, excluding days when he was absent as the result of illness or on holiday: *Scott* v. *Pattison*, 1923, 2 K.B. 723.

In the second case, the facts of which were very complicated, an American firm had purchased from one of two defendants paper manufactured partly by them and partly by a second defendant; both defendants were British firms. After a considerable period of mutual dealings a document was drawn up which made a number of modifications in the previous course of dealing, set out a variety of specific terms, and then went on as follows:—

> "This arrangement is not entered into, nor is this memorandum written, as a formal or legal agreement and shall not be subject to legal jurisdiction in the law courts either in England or in America, but it is only a definite expression and record of the purpose and intention of the three parties concerned, to which they honourably pledge themselves with the fullest confidence, based on past business experience of each other, that it will be carried through by each of the three parties, with mutual loyalty and friendly co-operation."

The parties did a large amount of business under the arrangements contained in this document, but finally it was repudiated by one of them and a breach resulted in the mutual dealings. An action having been brought under the agreement, the Court of Appeal made two important findings:—

(1) That the agreement itself was not enforceable at all, either under the written memorandum, or *dehors* that document, because the parties had expressly contracted to exclude legal control of their dealings. Such an express bargain, it was held, is not void as repugnant to the general tenor of the document; on the contrary it explains the nature of that document and explains it to be devoid of legal enforceability.

(2) That where orders had in fact been accepted by one party and then had not been performed, no proceedings would lie for a collateral contract broken by non-performance, for the orders and acceptances of orders between the parties were all integral parts of the general arrangement concluded by the agreement: *Rose & Frank Co.* v. *Crompton and Brothers*; 1923, 2 K.B. 261; 67 SOL. J. 538, C.A.

ABSENCE OF MUTUALITY IN CONTRACTS:—The rescission of a contract on the ground of innocent misrepresentation, notwithstanding circumstances which *primâ facie* appear to disclose (1) affirmation, and (2) impossibility of *restitutio in integrum*, was ordered by the House of Lords in an important Scots case, where the rules of law are the same in both countries. A firm of shipbuilders had contracted to build a steamer. The owners assigned the contract to a purchaser under circumstances involving an innocent misrepresentation, such as amounted to a failure of mutuality between vendor and purchaser. The assignees a month later assigned to a company, the ship by this time having reached an advanced state of construction; the original mistake of facts was innocently passed on to the company. Three months later the company discovered the true facts and complained of them to their assignor; a month later they approved of a minor alteration in the plans by the shipbuilder. In due course the company took proceedings against the assignor for rescission on the ground of misrepresentation. They were met with the obvious difficulties: (1) After knowing the facts they had approved of minor alterations in the steamer; it was contended that this amounted to an election to affirm the contract; and (2) no restoration of the parties to their original position was possible since the constructed steamer could not be taken to pieces again. The House of Lords, however, took the view: (1) Assent to an alteration in the construction was an act between the company and the shipbuilders, not between the company and its assignor, so that the latter could not treat it as an affirmation of the assignment; if an affirmation of anything, it was an affirmation of the contract for the building of the ship, but the validity of that contract—as between the proper original parties to it—does not affect the invalidity of a subsequent contract assigning it; and (2) for the same reason the impossibility of *restitutio in integrum* as between shipbuilder and owner has nothing to do with a question as between assignor and assignee; it is quite easy to effect a *restitutio in integrum* as between the latter parties by cancelling the assignment: *Abram S.S. Co.* v. *Westville Shipping Co.*, 1923, A.C. 773.

IMPOSSIBILITY OF PERFORMANCE:—A Scottish firm of engineers contracted to make an installation of marine engines in vessels belonging to an Austrian firm. An instalment of the purchase price was to be made on signature of the contract, and the other instalments as parts of the work were finished; needless to say, a common form of shipbuilding contract. The first instalment had been paid and the plans approved before war broke out; then came hostilities which prevented further performance during their continuance. It was agreed by both parties that in the circumstances the contract terminated automatically on outbreak of war by legal impossibility of performance. The only question in dispute was whether the vendors could retain the part purchase price actually received, on the well-known ground that frustration of a contract through innocent subsequent impossibility leaves both parties exactly where they were when the frustration occurred, as in the "Coronation Cases" (see *Chandler* v. *Webster*, 1904, 1 K.B. 493); or whether the purchasers could recover the part purchase price paid on the analogy of a deposit recovered when the contract goes off without default. This second view prevailed, inasmuch as there had been *no execution at all* by the vendors; if they had executed any part of the contract, they would have been entitled to retain the money: *Cantiere San Rocco* v. *Clyde Shipbuilding & Engineering Co.*, 1923, Ct. Sess. H.L. 105.

CONSTRUCTIVE REPUDIATION:—A merchant bought a quantity of growing timber from a landowner; he re-sold one lot shortly afterwards. In the contract of re-sale it was provided that the seller was to fell the timber, that he was to provide transport to the railway, and that he was to commence felling immediately. The price for re-sale of this lot was £10,000, half to be paid cash down and half when timber of that value had been placed on rail; and there were to be incidental monthly payments in respect of minor services. As a matter of fact the re-seller was not entitled, under his own contract with the landowner, to commence the work of felling this particular lot immediately; he attempted to do so but the landowner stopped him. A month later the re-purchaser learned this and pointed out that it meant breach of the contract of re-sale to himself, but nevertheless did not repudiate but pressed for fulfilment. Six months later the landowner assented to the felling of this lot. But the merchant (the original purchaser and re-seller) told his agent not to deliver any timber to the re-purchaser until another transaction between them had been satisfactorily settled. The re-purchaser, after prolonged but ineffectual pressure for delivery of the lot, commenced proceedings for breach of contract. The court held that there had been a "constructive repudiation" by the merchant, which the re-purchaser could treat as a breach if he elected so to do, for the merchant was delaying completion of his contractual obligations with the obvious intention of either performing or breaking his contract according as other (quite irrelevant) dealings with the re-purchaser made him think desirable: *Forsling* v. *Beckely Crundall*, 1922, Ct. Sess. H.L. 173.

In Parliament.

House of Commons.

Questions.

INDICTABLE OFFENCES.

Mr. FOOT (Bodmin) asked the Home Secretary the number of persons who, during 1923, were tried summarily by Courts of Summary Jurisdiction for indictable offences?

Mr. HENDERSON: The number of persons who, during 1923, were tried summarily by Courts of Summary Jurisdiction for indictable offences was 48,630. The final figure for the preceding year was 49,742.

COUNTY COURT CASES.

Captain TERRELL (Henley) asked the Minister of Health if, for the guidance of the House in dealing with rent restrictions and evictions, he will ascertain how many cases of disputed possession of dwellings have been decided by the County Courts; how many of these have been due to non-payment of rent; and how many orders for eviction have been issued?

Mr. WHEATLEY: The Lord Chancellor is arranging for the collection of such information as can be made available and would be of assistance to the House in the consideration of this question. I cannot at this moment commit myself to the precise form of the return, or as to the inclusion in it of any particular item, but every endeavour will be made to make the return as full as possible.

MIXED ARBITRAL TRIBUNAL (ENEMY DEBTS).

Mr. STURROCK (Montrose) asked the President of the Board of Trade how many cases are on the roll of the Anglo-German mixed tribunal for settlement; and whether he is aware that the work of this body is proceeding at a very slow rate, and that in one case a German debtor paid a sum of £7,500 to the German Clearing Office in respect of an obligation to a Scottish firm so long ago as December, 1921, which sum has not yet reached those to whom it is due?

Mr. WEBB: The number of cases lodged with the Tribunal and not yet disposed of on the 29th March was 1,467, but a large proportion of these is not yet ripe for trial. With regard to the second part of the question, I would refer the hon. Member to my reply to the Member for the Kirkdale Division of Liverpool (Sir J. Pennefather) on the 25th March. If the hon. Member will furnish me with particulars of the case to which he refers, I will have the matter looked into, but I would remind him that no payment can be made by the British Clearing Office until either the debt has been admitted by the German Clearing Office or the creditor has obtained an award from the Mixed Arbitral Tribunal in his favour.

LAW OF PROPERTY ACT, 1922.

Mr. FOOT (Bodmin) asked the Prime Minister if he is aware that the operation of the Law of Property Act, 1922, was appointed to commence on 1st January, 1925, in order to give time meanwhile for the consolidation of the laws relating to real property; and whether, having regard to the unavoidable delay which has arisen in the proposed consolidation of these laws, he can make any announcement as to the postponement of the date when the Act is to come into force?

The ATTORNEY-GENERAL: I have been asked to reply. I anticipate that when the Consolidation Bills rendered necessary by the passing of the Law of Property Act, 1922, are laid before the House, it will be necessary to propose to the House that the date when the changes in the law should come into operation should be postponed from the 1st January, 1925, to the 1st January, 1926.

Mr. FOOT: Will the right hon. Gentleman take into consideration the necessity of making as early an announcement as possible, in view of the position in which the profession is to-day, and also having regard to the necessity for the preparation of the text-books?

The ATTORNEY-GENERAL: I understand the difficulty in which the profession is, and I do intend to make the earliest possible announcement under the circumstances.

LAW OFFICERS.

Mr. HINDLE (Darwen) asked the Prime Minister what are the conditions of service governing the duties of the Law Officers of the Crown; and, if the same are in writing, will he circulate these for the information of the House?

The PRIME MINISTER: The information is contained in a return printed by order of this House dated 23rd August, 1895. I am sending the hon. Member a copy. (2nd April.)

PATENT AND TRADE MARK LAWS.

Mr. HANNON (Moseley) asked the President of the Board of Trade whether he is aware of the lack of uniformity in patent and trade mark laws, amongst the signatories of the Convention of 1883; and whether the Government, in the interests of British patentees and trade mark owners, will take steps to press for a greater measure of uniformity amongst the contracting countries?

Mr. WEBB: I am aware of the lack of uniformity in the patent and trade mark laws of the countries signatory to the Industrial Property Convention of 1883, which was last revised at Washington in 1911. Every effort has been made in the past to obtain greater uniformity in the general principles of patent and trade mark legislation in the contracting States, and it is hoped that at the next conference for the revision of the Convention a further advance in this direction will be made.

EVICTIONS.

Mr. E. BROWN (Rugby) asked the Attorney-General whether any extra Courts are now being held in the County of London to deal with pressure of business owing to litigation with regard to possession of houses under the Rent Restrictions Act, 1923?

The ATTORNEY-GENERAL: There has been considerable increase of business in the County Courts in the Metropolitan area, and it has, in consequence, been necessary to increase the number of judges available. This increase is partly due to the additional defences open to defendants by reason of the Rent Restrictions Acts; to the increased power of remission given to the High Court by the County Courts Act, 1919; and to a general revival of litigation since the War. (3rd April.)

NIGERIA (EXECUTION OF NATIVES).

Mr. J. HARRIS (Hackney, North) asked the Secretary of State for the Colonies how many natives of Nigeria were tried, sentenced to death and executed without being allowed the assistance of counsel in the Courts since the year 1920?

THE SECRETARY OF STATE FOR THE COLONIES (Mr. Thomas): The numbers of persons executed after trial in the Provincial Courts and Native Courts are as follows:—

Year.	Number.
1920	107
1921	97
1922	87
1923	90

Lord H. CAVENDISH-BENTINCK: How would my right hon. Friend like to be tried for his life without having any counsel to represent him?

Mr. THOMAS: I should feel just the same as the Noble Lord.

Mr. MACPHERSON: Can the right hon. Gentleman give any reason why men who are tried on account of charges involving sentence of death should not be defended by counsel?

Mr. THOMAS: In question and answer I could not give any reasoned statement as to what has been the policy which I have inherited and will look into.

COAST EROSION.

Captain BULLOCK (Waterloo) asked the Minister of Agriculture whether any careful yearly record is kept of the effects of coast erosion, so that counter action may be taken without delay if the occasion warrants it?

Mr. BUXTON: No, Sir. The only information which normally reaches my Department from time to time on this subject is in respect of those areas where there is a drainage authority possessing statutory powers to carry out sea defence works. I may add that no direct action is taken by the State for countering coast erosion, and I would remind the hon. and gallant Member that the Royal Commission, which reported fully on the subject in 1911, suggested that the carrying out of sea defence works was not a matter for public expenditure, and, moreover, found that more land was being recovered from the sea than was being lost.

LAW OF PROPERTY ACT, 1922.

Sir K. WOOD (Woolwich, West) asked the Attorney-General whether, having regard to the complexity of the Law of Property Act, 1922, which, unless repealed or postponed, will come into operation on 1st January next, to the immensity of the changes it will make both in the law of property and inheritance and in the practice of conveyancing, to the need of complicated deeds being prepared at an early date in the case of most existing settlements affecting land in order to comply with the requirements of the Act, to the many important points of construction of the Act which have already been raised in the legal Press, and which must inevitably result in much litigation, to the desirability of various consolidating Acts being passed, and to the necessity

that the legal profession should have early notice of the course intended to be adopted, it is the intention of the Government to repeal the Act or some part of the same, or to postpone its coming into operation or any part thereof?

The ATTORNEY-GENERAL: I would refer the hon. Member to the answer I gave to a similar question on Wednesday last addressed to by the hon. Member for Bodmin (Mr. Foot) [*supra.*]

RESTORATION OF ORDER IN IRELAND ACT.

Mr. LUMLEY (Hull, East) asked the Prime Minister when the Committee appointed in July, 1923, to review the provisions of the Restoration of Order in Ireland Act held its last meeting; when the present First Lord of the Admiralty resigned from the Committee; and whether he proposes to fill up the vacant place and ask the Committee to go on with its sittings?

The PRIME MINISTER: I am informed that the last meeting of the Committee referred to was held on the 22nd November, 1923. Progress has been hampered since then owing to the unfortunate illness of the chairman. The present First Lord of the Admiralty resigned membership of the Committee on taking up his present appointment. In view of the advanced stage which the enquiry has reached it is not proposed to fill his place. I understand that the Committee will probably be in a position to make their Report before very long.

CONSPIRACY AND PROTECTION OF PROPERTY ACT, 1875.

Major KINDERSLEY (Hitchin) asked the Prime Minister whether he will bring in legislation applying the principle of Section 4 of the Conspiracy and Protection of Property Act, 1875, now only applied to gas and water companies, to railways, transport services, electricity supply companies, and similar undertakings, upon which the public is dependent?

The UNDER-SECRETARY OF STATE FOR THE HOME DEPARTMENT (Mr. Rhys Davies): I have been asked to reply to this question. The Government do not see their way to propose legislation on the subject. (7th April.)

Bills Presented.

Pacific Cable Board Bill—"to extend the powers of the Pacific Cable Board": Mr. Thomas. [Bill 95.]

County Courts Bill—"to amend the Law relating to officers of County Courts in England and of District Registries of the High Court in England, to make further provision with respect to such County Courts and proceedings therein, and for purposes connected therewith": The Attorney-General. [Bill 96.]

Poor Rate Laws Consolidation Bill—"to consolidate the enactments relating to the Poor Rate in England and Wales": Mr. Banks, on leave given. [Bill 97.]

Matrimonial Causes Bill—"That leave be given to bring in a Bill to amend the Matrimonial Causes Acts, 1857 to 1923, by providing that a petition for the dissolution of marriage can be brought on the grounds of separation for a period of five years and upwards under an Order granted by the Court, or under the terms of a mutual deed of separation, and also that the fact that any husband or wife has been absent from their home for seven years and upwards and nothing heard of them shall be reasonable grounds for presenting a petition to the Court praying that the marriage may be dissolved": Dr. Spero. Leave refused by 151 to 142. (2nd April.)

Pawning of Industrial Tools Bill—"to amend the Law relating to the pawning of tools, instruments, or appliances used in connection with any trade or handicraft": Mr. Viant. [Bill 99.]

Lead Paint (Protection against Poisoning) Bill—"to make better provision for the protection against Lead Poisoning of Persons employed in painting buildings": Mr. Henderson. [Bill 100.]

Unemployment Insurance (No. 2) Bill—"to amend the Unemployment Insurance Acts, 1920 to 1924": Mr. Shaw. [Bill 101.] (3rd April.)

Unemployment Insurance (No. 3) Bill—"to extend the periods for which the receipt of unemployment benefit during the current benefit year may be authorised under s. 2 of the Unemployment Insurance Act, 1923": Mr. Thomas Shaw. [Bill 102.] (4th April.)

Criminal Appeal (Scotland) Bill—"to establish a Court of Criminal Appeal in Scotland and to amend the Scottish Law relating to Appeals in Criminal Cases, and for purposes connected with the matters aforesaid": Mr. Dickson. [Bill 104.] (7th April.)

Lock-Outs and Strikes (Prevention)—"That leave be given to bring in a Bill to make illegal sympathetic lock-outs and strikes": Mr. Hall Caine. Leave refused by 226 to 131.

War Charges (Validity) [No. 2] Bill—"to make valid certain charges imposed and levies made during the late War: Mr. Webb, Mr. Chancellor of the Exchequer. [No. 105.] (8th April.)

Bills under Consideration.

2nd April. Rent and Mortgage Interest Restrictions Bill. Motion by the Minister of Health (Mr. Wheatley) "That the Bill be now read a Second time." Amendment moved by Mr. Neville Chamberlain to leave out from the word "That" to the end of the Question, and to add instead thereof the words:—

"This House, while prepared to give further protection to tenants and to extend the discretion of the Courts for this purpose in proper cases, declines to give a Second Reading to a Bill which inflicts a great injustice by seeking to throw the burden of the relief of unemployment upon a particular section of the community, and, by giving retrospective effect to new legislation, must seriously prejudice the building of houses for the working classes."

After discussion, debate adjourned.

Army and Air Force (Annual) Bill. Considered in Committee. New Clause moved by Mr. Thurtle:—

Amendment of Army Act, s. 4. In Section four of the Army Act for the words "shall on conviction by court-martial be liable to suffer death or such less punishment as is in this Act mentioned" there shall be substituted the words "shall on conviction by court-martial be liable to be kept in penal servitude for life or any shorter period not less than three years, or to such less punishment as is in this Act mentioned."

After debate, rejected by 207 to 136.

New Clause moved by Mr. Maxton:—

Court-martial right of appeal. Notwithstanding any provision of the Army and Air Force Act any member of His Majesty's forces sentenced to death by court-martial shall have the right of appeal to the Court of Criminal Appeal, assisted by one or more military assessors, as the Lord Chancellor may direct.

After debate, rejected by 193 to 120.

Other new clauses moved and rejected. Bill reported, without Amendment; read the Third time, and passed.

4th April. Industrial and Provident Societies (Amendment) Bill. Second Reading moved by Mr. Barnes, who explained that it was intended to protect the public from being exploited by spurious organizations purporting to be industrial and provident societies, or co-operative societies, and to extend the amount of permitted deposits and of share holding. Bill read a Second time and committed to a Standing Committee.

Guardianship, &c., of Infants Bill. Second Reading moved by Mrs. Wintringham. Bill read a Second time, and committed to a Standing Committee. In the course of the debate the Under-Secretary of State for the Home Department, Mr. Rhys Davies, said:—

I am entitled to say that the Government favour the main principles of this Bill. We want to see those main principles adopted, and we promise the promoters that the Government will bring in a Measure embodying the main principles of this Bill in another place, as soon as possible after Easter, and our Bill, which is now being drafted, will embody the following principles: In any dispute that comes before a Court the claims of the father and the mother shall be equal, and regard will have to be had only to the welfare of the child.

Abolition of Capital Punishment Bill. Second Reading moved by Mr. Lansbury. Debate adjourned.

Rent and Mortgage Interest Restrictions Bill. Statement by the Lord Privy Seal, Mr. Clynes, including: We propose to take steps to secure that the Poor Law authorities, both in England and Scotland, when granting relief, shall give such relief as may be necessary to protect the tenant from eviction. As far as possible, this will be effected by administrative action. If legislation is found to be necessary, a separate Bill will be introduced for this purpose. In accordance with this plan, we propose to put forward Amendments to the present Bill in Committee to omit the last part of Clause 1 and to provide that, before the Court makes an order for possession in the case of non-payment of rent, the Court should first be satisfied that the tenant has had a reasonable opportunity of making application to the local Poor Law authorities, and that these authorities have had a reasonable time for considering the application. An Amendment of this character would, we are advised, be within the scope of the present Bill, and, of course, would not require a Money Resolution.

7th April. Rent and Mortgage Interest Restrictions Bill. Adjourned debate on Second Reading resumed. Amendment for rejection (Mr. Neville Chamberlain) carried by 221 to 212.

War Charges (Validity) Motion made, and Question proposed (The President of the Board of Trade, Mr. Sidney Webb):—

"That it is expedient to give legal validity to the imposition and levying of certain charges which during the late War certain Government Departments, purporting to act in the execution of duties imposed or in pursuance of powers conferred by the Defence of the Realm Regulations or otherwise, imposed by way of payments required to be made either on, or in connection with, the grant of licences or permits issued, or

purporting to be issued, in pursuance of the said powers, or in connection with the control of supplies or of the prices of certain commodities, or for services rendered."

Motion by Mr. Greaves-Lord, after the word "That," to insert the words,

"save and except in those cases where judgment of any Court has been delivered or entered against the Crown."

Rejected by 207 to 83.

Motion by Sir Douglas Hogg, after the word "commodities" to insert "other than milk." Carried by 207 to 170.

Prevention of Eviction Bill. Read a Second time and committed to a Standing Committee.

Performing Animals Bill. Read a Second time and committed to a Standing Committee.

8th April. Rent and Mortgage Interest Restrictions Bill. The Prime Minister, Mr. J. Ramsay Macdonald, announced that, in consequence of the Government defeat on this Bill, he had asked the Law Officers to consider the Prevention of Eviction Bill with a view to amending it, and facilities would be given for its further progress in the House after it had gone through Committee.

Unemployment Insurance (No. 3) Bill. Second Reading moved by the Minister of Labour, Mr. T. Shaw, and after debate agreed to.

Motions.

CAPITAL LEVY.

Lieut.-Colonel Guinness moved—

"That this House is of opinion that what is needed is not the destruction of enterprise but its encouragement, not the frightening away of capital but its fruitful use, and that a Capital Levy would therefore prove disastrous to employment."

Mr. Pethick-Lawrence moved to leave out the words

"would therefore prove disastrous to employment,"

and to insert instead thereof the words

"by reducing the disastrous burden of the National Debt and thereby relieving the load of annual taxation, would stimulate industry and promote employment."

Amendment rejected by 325 to 160. Main Question agreed to.

New Orders, &c.

Home Office.

CHILD ADOPTION COMMITTEE.

The Home Secretary, with the concurrence of the Lord Chancellor, has appointed a Committee to examine the problem of child adoption from the point of view of possible legislation, and to report upon the main provisions which in their view should be included in any Bill on the subject. The Committee is composed as follows:—

Mr. Justice Tomlin (chairman), the Duchess of Atholl, M.P., Mr. W. R. Barker, C.B., of the Board of Education, Mr. M. L. Gwyer, C.B., of the Ministry of Health, Mr. S. W. Harris, C.B., C.V.O., of the Home Office, Miss Dorothy Jewson, M.P., and Mr. Geoffrey W. Russell.

The secretary of the Committee is Miss Enid Rosser, of the Lord Chancellor's Department, House of Lords, to whom correspondence should be addressed.

Foreign Office.

CONVENTION BETWEEN THE UNITED KINGDOM AND BELGIUM RESPECTING LEGAL PROCEEDINGS IN CIVIL AND COMMERCIAL MATTERS.

Signed at London, June 21, 1922.

[*Ratifications exchanged at London, February 22, 1924.*]

His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, and His Majesty the King of the Belgians, being desirous to facilitate the conduct of legal proceedings between persons resident in their respective territories, have decided to conclude a Convention for this purpose and have accordingly nominated as their Plenipotentiaries:

Sa Majesté le Roi des Belges et Sa Majesté le Roi du Royaume-Uni de Grande-Bretagne et d'Irlande et des Territoires britanniques au delà des Mers, Empereur des Indes, désireux de faciliter l'accomplissement des actes de procédure entre personnes résidant dans leurs territoires respectifs, ont décidé de conclure une Convention à cet effet et nommé pour leurs Plénipotentiaires:

His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India: The Right Honourable the Earl of Balfour, K.G., O.M., Lord President of His Privy Council;

His Majesty the King of the Belgians: Monsieur C. Leurquin, Officer of the Order of Leopold, Councillor of the Court of Cassation, and Monsieur V. Kinon, Officer of the Order of Leopold, Knight of the Order of the Crown, Director-General of the Ministry of Justice;

Who, having communicated their full powers, found in good and due form, have agreed as follows:—

I.—*Preliminary.*

ARTICLE 1.

This Convention applies only to civil and commercial matters.

II.—*Service of Judicial and Extra-Judicial Documents.*

ARTICLE 2.

When judicial or extra-judicial documents drawn up in one of the contracting States are to be served on persons in the territory of the other, such documents may, at the option of the party interested, be transmitted to the recipients in either of the ways provided in Articles 3, 4 and 5.

ARTICLE 3.

(*a.*) The request for service is addressed:

In Belgium, by the British Consul to the "Procureur du Roi" within whose jurisdiction the recipient of the document is;

In England, by the Consul-General of Belgium in London to the Senior Master of the Supreme Court of Judicature in England.

(*b.*) The request, containing the name of the authority from whom the document transmitted emanates, the names and descriptions of the parties, the address of the recipient and the nature of the document in question, shall be drawn up in one of the languages employed in the State applied to. The authority who receives the request shall send to the consular authority the documents proving the service or explaining the reason which has prevented such service.

Service shall be effected by the competent authority of the State applied to. Such authority, except in the cases provided for in paragraph (*c*) of this Article, may limit its action to effecting service by the transmission of the document to the recipient if he is willing to accept it.

If the authority to whom a document has been transmitted is not competent to deal with it, such authority will of its own motion transmit the document to the competent authority of its own State.

(*c.*) If the document to be served is drawn up in one of the languages employed in the State applied to, or is accompanied by a translation in one of such languages, the authority applied to, should a wish to that effect be expressed in the request, shall serve the document in the manner prescribed by its

Sa Majesté le Roi des Belges: Monsieur C. Leurquin, Officier de l'Ordre de Léopold, Conseiller à la Cour de Cassation, et Monsieur V. Kinon, Officier d l'Ordre de Léopold, Chevalier de l'Ordre de la Couronne, Directeur Général au Ministère de la Justice;

Sa Majesté le Roi du Royaume-Uni de Grande-Bretagne et d'Irlande et des Territoires britanniques au delà des Mers, Empereur des Indes: le Très Honorable Comte de Balfour, K.G., O.M., Lord Président du Conseil Privé du Roi;

Lesquels, après, s'être communiqué leurs pleins pouvoirs, reconnus en bonne et due forme, ont convenu des dispositions suivantes:

I.—*Préliminaires.*

ARTICLE 1er.

La présente Convention ne s'applique qu'aux affaires civiles et commerciales.

II.—*Communication d'actes judiciaires et extrajudiciaires.*

ARTICLE 2.

Lorsqu'il y a lieu de signifier des actes judiciaires ou extrajudiciaires dressés sur le territoire d'un des États contractants à des personnes se trouvant sur le territoire de l'autre, ces actes peuvent être communiqués à leurs destinataires, au choix des intéressés, de l'une des manières prévues aux Articles 3, 4 et 5 ci-après.

ARTICLE 3.

(*a.*) La demande de signification est adressée:

En Belgique, par le Consul britannique au Procureur du Roi dans le ressort duquel se trouve le destinataire de l'acte;

En Angleterre, par le Consul général de Belgique à Londres au *Senior Master of the Supreme Court of Judicature in England.*

(*b.*) La demande, contenant l'indication de l'autorité de qui émane l'acte transmis, le nom et la qualité des parties, l'adresse du destinataire et la nature de l'acte, sera rédigée dans une des langues usitées dans l'État requis. L'autorité qui aura reçu la demande enverra à l'autorité consulaire la pièce prouvant la remise de l'acte ou indiquant le fait qui a empêché cette remise.

La communication se fera par les soins de l'autorité compétente de l'État requis. Cette autorité, sauf les cas prévus au paragraphe (*c*) du présent Article, pourra se borner à faire la communication par la remise de l'acte au destinataire, si celui-ci est disposé à l'accepter.

En cas d'incompétence de l'autorité à qui un acte a été transmis, celle-ci le fera parvenir d'office à l'autorité compétente du même État.

(*c.*) Si l'acte à signifier est rédigé dans une des langues usitées dans l'État requis, ou s'il est accompagné d'une traduction dans une de ces langues, l'autorité requise, au cas où le désir lui en serait exprimé dans la demande, fera signifier l'acte dans la forme prescrite par sa législation intérieure pour la signi-

municipal law for the service of similar documents, or in a special form which is not incompatible with such law. Should such wish not be expressed, the authority applied to will endeavour to affect service in the manner provided in paragraph (*b*).

The translation provided for in the preceding paragraph shall be certified as correct by a diplomatic of consular agent of the State making the request or by an official or sworn translator of one or other of the two States.

(*d.*) The execution of the request for service can only be refused if the State in whose territory it is to be effected considers it such as to compromise its sovereignty or safety.

(*e.*) Proof of service shall be furnished by a certificate from the authority of the State applied to, setting forth the fact, the manner and the date of such service.

If the document to be served has been forwarded in duplicate the certificate shall appear on one of the copies, or be attached to it.

ARTICLE 4.

The document to be served may also be delivered to the recipient, whatever his nationality, in person, without the application of any compulsion and without the intervention of the authorities of the State in whose territory service is to be effected :—

(*a.*) By the diplomatic or consular agents of the State making the request; or

(*b.*) By an agent appointed, either generally or in any particular case, by the tribunals of the State making the request.

The document shall be drawn up in one of the languages of the State in whose territory service is to be effected, or shall be accompanied by a translation in one of these languages, unless the recipient is a national of the State making the request.

ARTICLE 5.

Documents drawn up by the competent officials in one of the two States may also be transmitted by post to recipients who are established or resident in the territory of the other State.

ARTICLE 6.

The provisions of Articles 2, 3, 4 and 5 do not prevent the persons concerned from effecting service directly through the competent officials or officers of the country in which the document is to be served.

ARTICLE 7.

No fees of any description shall be payable by one State to the other in respect of the service.

Nevertheless, in the case provided for in Article 3, the State making the request must pay to the State applied to any charges which are payable under the local law to the persons employed to effect service. These charges are calculated in accordance with the tariff in force for nationals of the State applied to. Repayment of these charges is claimed by the judicial authority applied to from the consular authority making the request when transmitting the certificate provided for in Article 3 (*c*).

fication de documents semblables, ou dans une forme spéciale qui ne soit pas contraire à cette législation. Si un pareil désir n'est pas exprimé, l'autorité requise cherchera à effectuer la remise de la manière indiquée au paragraphe (*b*).

La traduction prévue à l'alinéa précédent sera certifiée conforme par l'agent diplomatique ou consulaire de l'État requérant ou par un traducteur officiel ou assermenté de l'un des deux États.

(*d.*) L'exécution de la demande ne pourra être refusée que si l'État sur le territoire duquel cette exécution devrait avoir lieu la juge de nature à porter atteinte à sa souveraineté ou à sa sécurité.

(*e.*) La preuve de la communication se fera au moyen d'une attestation de l'autorité de l'État requis, constatant le fait, la forme et la date de cette communication.

Si l'acte à communiquer a été transmis en double exemplaire, l'attestation doit se trouver sur l'un des doubles, ou y être annexé.

ARTICLE 4.

L'acte à communiquer pourra aussi être remis au destinataire en personne, quelle que soit la nationalité de celui-ci, sans contrainte et sans intervention des autorités de l'État sur le territoire duquel la remise sera effectuée :

(*a.*) Soit par les agents diplomatiques ou consulaires de l'État requérant;

(*b.*) Soit par un agent que les tribunaux de l'État requérant ont nommé d'une façon générale ou en vue d'un cas spécial.

L'acte sera rédigé dans une des langues de l'Etat sur le territoire duquel la remise devra être faite, ou accompagné d'une traduction dans une de ces langues, à moins que le destinataire ne soit ressortissant de l'État requérant.

ARTICLE 5.

Les actes dressés par les officiers compétents dans l'un des deux États pourront également être transmis par la voie de la poste aux destinataires domiciliés ou résidant sur le territoire de l'autre État.

ARTICLE 6.

Les dispositions des Articles 2, 3, 4 et 5 ne s'opposent pas à la faculté pour les intéressés de faire faire des significations directement par les soins des officiers ministériels ou fonctionnaires compétents du pays de destination.

ARTICLE 7.

La signification ne peut donner lieu, d'État à État, à la perception d'aucune taxe, de quelque nature que ce soit.

Toutefois, dans les cas prévus à l'Article 3, l'État requérant devra rembourser à l'État requis les frais qui seraient dus, suivant la loi locale, aux personnes chargées, de la signification. Ces frais sont évalués d'après le tarif en vigueur pour les nationaux de l'État requis. Le remboursement en est réclamé par l'autorité judiciaire requise à l'autorité consulaire requérante en même temps qu'elle lui fait parvenir l'attestation prévue à l'Article 3 (*c*).

(*To be continued*).

Societies.

Barristers' Benevolent Association.

ANNUAL GENERAL MEETING.

The annual general meeting of the Barristers' Benevolent Association was held on Wednesday in Inner Temple Hall, the Attorney-General occupying the chair. Among those present were the Solicitor-General, Mr. T. R. Hughes, K.C., Mr. H. Kemp, K.C., Mr. James Rolt, K.C. (hon. treasurer), Mr. George Wallace, K.C., Mr. A. G. Roby, K.C., Mr. S. H. Emmanuel, K.C., His Honour Judge Shewell Cooper, His Honour Judge Hume Hamilton, Mr. E. W. Hansell, Mr. R. F. MacSwinney, Mr. F. Tucker and Mr. A. H. King (hon. secretaries), and Miss M. Chubb (assistant secretary).

The report of the committee of management stated that an encouraging feature for the past year was that no fewer than eighty-three new subscribers joined the Association. This influx was largely due to the efforts of the staff, who had given much time and trouble in bringing its claims before those members of the profession who were not subscribers. Information regarding the work and aims of the Association was now regularly sent to every newly called barrister who intended to practise in England. It was, however, disappointing to have to record that the subscription income had fallen by nearly £60, which was disconcerting to the committee, as it was to this source they ought to be able to look for the bulk of their income. As it was, they had to rely more and more on donations, all of which had to go to meet current expenditure, so that nothing was left for investment. The ordinary grants—exclusive of annuities paid from the Huddleston and Phillips bequests—had amounted to £4,27[illegible], while the subscriptions were £1,903 12s., or less than half of the grants. Fortunately, donations amounting to £2,154 had been received and the total spent in relief had been £4,750 16s. 6d., an increase on last year's expenditure of just over £100. No part of the work gave the committee more pleasure and interest than that which dealt with assisting in the education of the children of deceased barristers. It had been seldom that the results had been other than satisfactory, and they had this year learned of two cases which had given particular gratification. In the first a barrister's son to whose education some assistance had been given had obtained, after a brilliant career at the University, a position of considerable importance; and he had sent a handsome donation to the funds. In the second, the Association had helped the daughter of a barrister to be educated at Cambridge, and, after gaining high honours there, she had been appointed to a studentship at one of the great American Universities, with prospects of further distinction and a good post.

The ATTORNEY-GENERAL moved the adoption of the report. He said he was bound to confess that he had previously known but little about the Association, and he thought he was not alone among the members of the Bar in that respect. He felt a little ashamed to find how extremely small a percentage of barristers were subscribers. As far as he knew, there was in existence no calculation of the number of members of the Bar who were in practice, but there were only 1,500 subscribers to the Association, which really was a little shocking. He thought that something more should be done to make the Association known to the Bar. He suggested that all who were the heads of sets of chambers should interview everybody in those chambers with the object of getting them to become subscribers of at least an annual guinea. He thought the committee would do well to invite everybody with a set of chambers to make himself responsible for every man in those chambers sending a subscription. After all, the juniors were very much dependent on the man in the big room, and they would not care to think that he was not going to be their friend if they did not subscribe their guinea. An immense deal of money was going to be spent presently in entertaining the guests from America, properly and rightly spent, in receptions, dances, banquets, and so on. Had not the time arrived when the Association might have some entertainment of their own as a legitimate form of raising funds? He was told that every chairman at these meetings made some suggestion and that nothing ever came of it. But he did not think the members of the Bar sufficiently appreciated the importance of the Association and of its work.

The SOLICITOR-GENERAL seconded the motion. He said that it would be seen from the accounts that the amount available for distribution was about £5,000 a year. He took it that the sum which would be considered by the committee as sufficient for existence, would not be less than £100 a year, so that it would be seen that very few could be relieved. He would urge the absolute necessity of the claims of the Association being impressed on every barrister in order that the committee might have the opportunity of doing more good.

The motion having been carried,

Mr. T. R. HUGHES, K.C., moved the election of the committee of management, expressing his regret that the Bar took so little interest in the Association as was suggested by the smallness of the attendance at the meeting. As he had suggested at a previous meeting, it would not be a bad plan if barristers were to make it a rule to send a small percentage of their fees to the Association, especially whenever they got a really handsome fee.

Mr. S. H. EMMANUEL, K.C., seconded the motion. He thought the small attendance might be due to the fact that those interested were satisfied with the way in which the Association was conducted. Still, it was quite true that the Association was not sufficiently known, and he urged that more could be done by asking members of the Bar to give small annual subscriptions. These were far more than donations. He believed it was the policy of the committee of management to look for subscriptions.

The motion having been adopted,

A resolution was carried that a rule be added to the rules of the Association empowering the granting of assistance to applicants by way of loan in place of grants where considered desirable.

On the motion of Mr. H. T. Kemp, K.C., seconded by Mr. E. W. Hansell, Messrs. Jackson, Pixley & Co. were appointed auditors of the accounts for the ensuing year.

His Honour Judge SHEWELL COOPER moved a vote of thanks to the committee of management and the officers, which was seconded by

His Honour Judge HANS HAMILTON, who said that as so many ladies were becoming members of the Bar a time would no doubt arrive when ladies would serve on the committee. He suggested that the Association might become something in the nature of a benefit as well as a benevolent society, and that the committee should draw up a scheme with this object which the Attorney-General might submit to the benchers of each of the Inns, and get them to put it before each young man who was called to the Bar, so as to impress upon him the importance of having the Association to fall back upon should it become necessary. He might be asked to subscribe a small sum, say five guineas, and the money so derived should be kept separate and invested by itself and used for that particular purpose. He knew that such a plan was followed out in other associations of the kind with good results.

The motion was adopted.

Mr. GEORGE WALLACE, K.C., moved a vote of thanks for the use of the hall. He said that the committee had already done something of the kind which had been suggested by His Honour Judge Hamilton. They had given an intimation to everybody on his call to the Bar that the Association existed. But it was not altogether a desirable thing that every man should be expected to subscribe as an insurance when he was called to the Bar. It was not perhaps a very wise thing to encourage people to come to the Bar. It was extremely easy to come to the Bar. All the proceedings when once a man had got over his Roman law were in English, and every one who could speak English thought he could be a barrister. It was a very great pity that coming to the Bar was so easy. It was not easy to put into practice some of the suggestions which from time to time were made. It was apparently certain that at some future time a lady would be serving on the committee. The Association had already lady subscribers, he was happy to say, and one of them was a very good subscriber indeed.

Mr. A. G. ROBY, K.C., seconded the motion, and it was adopted.

Mr. R. F. MACSWINNEY moved a vote of thanks to the Attorney-General for presiding.

Mr. JAMES ROLT, K.C., in seconding the motion, said that if members of the Bar did not respond when the claims of the Association were brought to their notice in the ordinary way, he did not honestly think that anything more could be done to make them do so.

The ATTORNEY-GENERAL, in returning thanks, expressed his great interest in the Association, and said it was his earnest desire to do anything possible in its behalf during his term of office.

Association of County Court Registrars.

ANNUAL GENERAL MEETING.

The annual general meeting of the Association of County Court Registrars was held at the Law Society's Hall, Chancery Lane, London, on Friday, the 28th ult., the President, Mr. A. C. Jennings, M.B.E. (Brighton), taking the chair. Among those present were Mr. Robert Pybus, Vice-President (Gateshead), Mr. J. E. Daw, Vice-President (Exeter), Mr. Ganham (Sudbury), Mr. F. F. Charles (Swansea), Mr. F. R. Clarke (Walsall), Mr. Percy Charlesworth (Bradford), Mr. F. W. Cooke (Norwich), Mr. R. Farmer (Chester), Mr. L. H. Hornby (Newport, Mon.), Mr. G. E. Lamb (Kettering), Mr. H. H. Payne (Portsmouth), Mr. H. J. E. Price (Haverfordwest), Mr. F. F. Smith (Rochester), Mr. G. Shilton (West London), Mr. D. E. Stephens (Carmarthen), Mr. D. R. White (Birkenhead), Mr. G. O. White (Whitechapel), Mr. S. E. Wilkins (Aylesbury), and Mr. H. Winnett (Gravesend).

The report, after giving a summary of the Workmen's Compensation Act passed in the last hours of the late Parliament, directed the special attention of members to ss. 12 and 21 thereof. It stated that the recommendations of the Special Committee, by which in every case of claim to compensation there would be a preliminary hearing before the registrar, had not been adopted, but every memorandum submitted for registration was to disclose the amount (if any) payable for costs, in addition to compensation, and the registrar might require the bill of costs to be submitted to him for taxation, as had been advocated by the representatives of the committee of the Association in giving evidence. Additional returns must be made to the Home Office, but it was hoped that these would not entail any serious burden on the courts. The County Courts Bill had been expected to come on for second reading in the very week in which Parliament was dissolved. It contained clauses as to ejectment proceedings, fees payable to brokers and appraisers under executions, and as to the transfer of the power to alter county court districts from His Majesty in Council to the Lord Chancellor. It was assumed that, if the Bill was introduced, it would still contain these clauses, which, in the opinion of the committee, were likely to be useful. Two new sets of County Court Rules had been issued, in addition to new rules in consequence of the legislation with regard to Rent Restriction and Workmen's Compensation. In all cases the rules were submitted in draft to the council, who made many suggestions upon them, which were largely adopted by the Rules Committee. The County Court Fees Committee made their report to the Lord Chancellor in March, 1923. Its most important recommendation was the entire abolition of schedule B fees, with regard to which, however, the report contained the note: 'Inasmuch, however, as the abolition of the schedule B fees will necessarily deprive the officers of most of the courts of a portion—in some cases more than half—of their present remuneration, we assume that, if our proposal be adopted, a fair adjustment of the remuneration of these officers will be made, in order to compensate them for the loss." It would, of course, be the duty of the committee to take care that this recommendation was not forgotten. The new table of fees in the appendix to the report involved a very large increase in the fees as a whole which suitors would have to pay, the figures being based, as the report admitted, on the Treasury theory that the courts must pay their way, except in respect to the judges' salaries and the provision of court buildings. The committee had not ceased to protest against this view of the functions of a government in the administration of justice, and it was the opinion of the majority of them that the new fees would form an unjustifiable burden on those seeking redress from wrong, and might in some cases amount to a denial of justice. The Department accepted the view that the new fees could not come into force until further legislation with regard to the remuneration of registrars had been obtained. At the date of the report it was impossible to say what might be the attitude of the new Government with regard to the Bill which enabled the Lord Chancellor to pay all registrars by fixed salaries. Circumstances had changed so much since the County Courts (Staff) Committee made their report that the question of a change in the method of remuneration of registrars was no longer of the importance it was, though the condition of the trade and business of the country was such that it could not be asserted with confidence that, even apart from the possibility of another war, there might not be a serious decline in the work of the courts. It was this consideration that induced the committee, with the approval of the last general meeting, to assent to a scheme which, while in no sense generous, would not, if the assurance as to its application were observed in letter and spirit, inflict gross injustice on the bulk of the members of the Association. It must be remembered that, in any circumstances, the Department had stated that the present conditions of service could not continue. It was essential, for instance, that in their opinion the whole system of fees should be remodelled and payment of registrars by fees should be abolished. In the opinion of the committee, the interest of the members would be best served by efforts to prevent these changes, which might be to the public advantage, inflicting unnecessary injury on registrars, rather than by obstinately and, it was thought, uselessly, opposing them.

THE PRESIDENT, in moving the adoption of the report, observed that it referred to important new legislation with regard to rent restriction and workmen's compensation, both of which were matters which seriously affected the work of county court registrars. The report also included a summary of the alterations which were effected by the new Acts. It further mentioned the report of the Committee on County Court Fees, which had been presented during the year, and which recommended the abolition of Schedule B fees altogether, as well as an entire recasting of the whole system of fees in the courts. The new table would involve

a considerable increase in the burden on suitors, and the Committee of the Association had continually protested against the Treasury theory on which the new scale was based, namely, that "the county courts must pay their way," as being a misconception of the powers of government. The County Court Department had, however, accepted the view that the new fees could not come into force until further legislation with regard to the remuneration of registrars had been obtained. As to this, a Bill had been introduced into the late Parliament to permit of the scheme being carried into effect for the payment of all registrars by fixed salaries, but the dissolution had put an end to the Bill, and it was not at present known whether it would be re-introduced by the present Government. The report welcomed the order made by the Lord Chancellor last year permitting the closing of all courts, subject to proper provision being made for the discharge of urgent business, for the last week in August and the first week in September, and expressed the hope that this would be made permanent. Since the report had been issued to members he had ascertained that the Government were prepared to re-introduce the County Court Bill, in substantially the same terms as before, and that they hoped to press it during the session. The Committee of the Association were urging that before it became law each registrar should be informed what fixed salary he would become entitled to under the scheme, as there still seemed to be some questions as to which misunderstanding might arise. He stated that he still continued to receive protests against 1922 being taken as the year on the returns for which the fixed salary should be based, but that the experience of different parts of the country differed so much that it was impossible to formulate any general rule as to this matter.

Mr. J. E. DAW (Exeter) seconded the motion, calling attention to the issue in January instead of in March or April of the annual volume of the answers given by the President, and revised by the committee on questions of practice submitted by registrars during the year, which he thought would prove of great service to the members.

In the course of the discussion which followed a very strong opinion was expressed as to the benefit of the fortnight's closing, especially in the case of small courts, and it was stated that there was a general absence of any complaint from suitors as to inconvenience arising therefrom.

The motion was unanimously agreed to.

Mr. G. O. WHITE (Whitechapel) moved a resolution urging the committee to impress upon the authorities the danger of permitting the changes at present in progress which would lead to a weakening of the staffs, and thus would result in a loss of efficiency and an undue strain on the clerks.

Mr. D. R. WHITE (Birkenhead) seconded the motion, which was unanimously adopted.

The President and the Vice-Presidents, Mr. Pybus (Gateshead), and Mr. Daw (Brighton) were re-elected, and the Committee was constituted as follows: Mr. F. P. Charles (Swansea), Mr. L. H. Hornby (Newport, Mon.), Mr. C. E. Lamb (Kettering), Mr. Arthur L. Lowe, C.B.E. (Birmingham), Mr. C. E. Nield (Liverpool), Mr. F. F. Smith (Rochester), and Mr. G. Shilton (representing the Metropolitan Registrars). Mr. Daw was also re-appointed Hon. Secretary and Treasurer.

Gray's Inn.

EASTER VACATION.

The Library will be closed on Thursday, the 17th inst., at 1 p.m., and will be re-opened on Thursday, the 24th inst., at 10 a.m.

Rent Restriction and Evictions.

During a house possession case at the Manchester County Court on Tuesday, says the *Manchester Guardian*, Judge Mellor replied to criticism of the administration in Manchester of the Rents Act and to the allegation of wholesale evictions. He said that exaggerated statements had been made by people who had taken very little trouble to learn the real state of affairs over the question of evictions, and, as the matter had been thrashed out in Parliament, he did not think there could be any objection to his stating what was the real position.

So long as control of houses existed there must be hardship. That could not be helped. There was no more difficult or painful duty imposed upon a county court judge than that which had been caused by the Rents Act. They had to disturb the private lives of persons, and whatever rules were made they were bound to impose hardship upon somebody. Sometimes the hardship was imposed upon the small landlord who regarded his property as an investment, and sometimes the hardship was upon a great number of tenants who had done no wrong, but who had been unfortunate in business and were unable to find the money to pay the rent.

Being human, every judge made mistakes, but, at any r they all tried to alleviate the hardship as much as they co He never made an order on the first occasion, and tried to g the tenant a chance to recover his position. He had adjour some cases four or even five times. In these circumsta he was very much astonished that a gentleman holding a pu position should make statements such as had been made.

His answer to the remarkable document as to the "whole evictions" in Manchester was that from 1st August to 31st Ma there had been 538 applications and only thirteen execut warrants had been executed. Two hundred and eleven of th cases had been adjourned *sine die*. That was the reply to gentleman who said that there had been wholesale evict taking place in Manchester. He would have thought that people concerned in the working of the Act would have b consulted, but the gentleman who, he believed, had someth to do with the tenants, had only learned one side of the questi If anyone came to him and told him of any case of hards he would have had inquiries made at once. This was not party question, but it might be a surprise to some to learn th the only body in Manchester who had tried to help him in t administration of the Act was the Committee of the Unemploy The members of that committee had done their best to exp to him the situation of affairs, and he was very grateful to th

In an explanatory memorandum sent to the Department Monday, Judge Mellor stated that it was the practice in court in the great majority of cases—namely, in those ca where the application is non-payment of rent and apart fr cases where the defendant is guilty of gross misconduct—t ask the defendants if they are willing to pay the current re plus a small sum off the arrears, and upon their undertaki to do so, then to adjourn the action *sine die* on those term In these cases no order for possession is made nor warrant issu until the plaintiff, on default by the defendant, has set the acti down for further hearing. In many cases these actions a reinstated in the list several times. This practice apparent meets with the approval of both landlord and tenant.

Companies.

The Solicitors' Law Stationery Society, Limited

The Thirty-fifth Annual General Meeting of the Society w held at 104-107, Fetter Lane, London, on Tuesday, the 8th ins Mr. R. C. Nesbitt, M.P., in the chair.

After the Secretary, Mr. James F. Guy, had read the noti convening the meeting, and the auditors' report, and the director report and statement of accounts for the year endi 31st December, 1923, had been taken as read,

The CHAIRMAN said: It is now my duty to move the adopti of the report and the approval of the accounts. In doing I think I may congratulate the shareholders upon the satisfacto result of last year's trading. While many businesses during th last few years have complained of loss of trade and decrease profits, our Society has remained prosperous, and our profits i respect of last year are very satisfactory. I will now refer to th balance sheet. The capital remains at the same figure as in 192 There is a decrease of £1,700 in the amount due to our creditor The reserve account is now £50,277, against £47,137 in 192 The reserve, therefore, is only about £5,000 less than our sub scribed capital, and it is owing to this fact that we have be able to pay in the past, and recommend to you to-day, suc high rates of dividend. We are really not working on £55,0 capital, but on something nearer £100,000.

With regard to the assets side of the account, you will see th we have largely increased our investments in Governme securities. The amount of our book debts, notwithstanding th increase in our sales, has only gone up by about £1,000. Wit regard to our machinery, plant and type, you will see that w have added during last year to these to the amount of £4,03 which is rather a larger amount than usual owing to our havi purchased some additional linotype machines. The only oth amount that I need call attention to is the £1,405 12s. appearin in the account as "business purchased." In January last ye we purchased the old-established law stationery business of th late Mr. W. J. Crutch in South-square, Gray's Inn, with a vie to extending our connection among some of the most importa firms of solicitors in that neighbourhood.

Turning to the profit and loss account, you will notice that th gross profit has materially increased. We have received mo in respect of rents, and, owing to our investments, the intere and dividends have increased from £354 in 1922 to £980 last ye an addition of £626. Turning to the other side of the accoun you will see that, notwithstanding the increase in business, th working expenses at the branches are only increased by a fe hundred pounds. This means that the increased work that h

come to us we have been able to do with the same staff as in less busy times. In short, the increase of business has made all our departments busy, and there has been no idle time during the year I am reviewing. The result of this is that the profit shewn at the foot of the account is £38,936 13s. 2d. against a profit of £28,766 1s. 11d. in 1922.

Coming now to the directors' report, you will see that the directors recommend a dividend at the rate of 17 per cent. per annum, or 2 per cent. more than was paid in respect of the year 1922. This, together with the usual bonuses to customers and staff, will absorb the sum of £24,904 2s. 3d. Out of the balance the directors propose to write off the sum of £1,405 12s. in respect of Mr. Crutch's business, to add £10,000 to the reserve account, and to carry forward the sum of £9,452 12s. 1d. against £8,075 2s. 2d. in 1922, out of which provision will have to be made for Corporation Profits Tax.

There was during the year no outstanding event that I need specially refer to, but I may say that the purchase of the business of Messrs. Roworth and Co., Parliamentary Printers, has turned out very satisfactorily, and that our Parliamentary printing department has been kept very busy owing to this. Let us remind ourselves and the profession that we are primarily law stationers, law printers, lithographers, engravers, publishers and bookbinders, and that a very small amount of our business comes from what is known as agency business, about which we have heard a good deal lately.

I hope you will think it not unfitting that, as chairman of a commercial company doing the considerable business which you do, I make a reference, not, of course, of a political character, to the burden of taxation which, as a result of the war, still rests upon the industries and the people of this country, and largely hampers, as I believe, the restoration of the export trade and commerce of this country. You will have seen that there is a surplus on last year's Budget of not less than £48,000,000, and this, of course, must go in reduction of debt. But I do hope the Chancellor of the Exchequer, when he makes his Budget Statement in the House of Commons on 29th April next, will consider the complete removal of the Corporation Profits Tax, which was reduced by one-half in July last year, and which should, I venture to think, now altogether disappear. It is a clog on industry, it is unfair in its incidence, and it amounts to an additional income tax on the ordinary shareholders of a commercial company. It was imposed a few years ago in circumstances different from those now prevailing, and it violates, as I pointed out last year, the canons of taxation which were formulated more than a century ago by Adam Smith, which still remain the basis of sound economic science. Its continuation cannot be justified either logically or morally, and I hope it may disappear.

There is one other matter which I feel justified in touching upon in these days of labour unrest and continued strikes. One of the great satisfactions of myself and my colleagues is that we here who are engaged in the conduct of this business are a happy family. Directors, shareholders and staff all work together for the good of the Society and for the benefit of each other; and I venture to say that the fact that our business is based on the principle of profit-sharing has not a little to do with this happy result. We feel that a system in which all those engaged shall share in the profit derived from the conduct of the business is a principle which makes for industrial contentment and happiness. We believe that the great advantages of stability and general confidence which our satisfactory profit-sharing system engenders, would, if more generally adopted by other commercial enterprises in this country, do much to restrain revolutionary proposals which, in less happily conducted organisations, the wage-earners are sometimes led to support. These observations must not be construed in any sense as a political statement, but as representing our views on a matter of the greatest ecomonic importance. I beg to move the adoption of the Report and the Accounts. I should like to say that it is a matter for congratulation for the shareholders that you have every member of the Board, with the exception of Mr. Bircham, who is unhappily absent abroad through illness, sitting round me to-day, and in particular that we have the presence this year, which we value very much, of our old friend and colleague, Mr. Crossman, who was an original Director of this Society when it was established thirty-five years ago—in 1889. Perhaps Mr. Crossman will kindly second the proposal which I have made.

Mr. ALEXANDER CROSSMAN: I have much pleasure in seconding the motion. The motion was carried unanimously.

On the motion of the Chairman it was also resolved unanimously that a dividend at the rate of 17 per cent. per annum, less income tax, be declared for the year ending 31st December, 1923, that a distribution be made amongst customers in accordance with Article 100 (A), and that a distribution be made to the staff under the profit sharing scheme in accordance with Article 100 (B) of the Articles of Association.

Mr. Bernard Edward Halsey Bircham, Mr. Monier Faithfull Monier-Williams, and Mr. Edward Francis Turner, the retiring directors, were re-elected, and on the motion of Mr. Dillon Lowe, seconded by Mr. Webb, Messrs. Fuller, Wise, Fisher & Co. were re-elected auditors of the Society for the ensuing year.

Mr. Hodgkinson proposed and Mr. Dillon Lowe seconded a vote of thanks to the Chairman for his able conduct of the meeting.

The CHAIRMAN: I take it by your silence that that kindly resolution meets with your approval, and I am very grateful to you. Of course, you realise that the conduct of a meeting in the circumstances in which we are met does not present those formidable difficulties which chairmen of less happy societies sometimes have to encounter. You will include in that resolution, because the Chairman is merely the person who is chosen by his colleagues to be spokesman at the meeting as Chairman of the Society, your recognition of the work which, speaking as Chairman, I can say with confidence is devotedly given by the other members of the Board to the work of this Society, including especially our managing director and colleague, Mr. Cahusac. While I am on my feet I am sure the shareholders will wish me, and the Board as a whole, to acknowledge how much we owe to the devoted service of the staff, who really are heart and soul in this business with you. It is a very gratifying position to be associated with a business when you have a staff who, I believe, really are contented and happy, and I now do not regret at all having introduced my observations with regard to the advantages of the profit-sharing scheme. I thank you on behalf of my colleagues and myself very much for your vote.

The Dublin correspondent of *The Times*, in a message of the 8th inst., says:—It is understood in Dublin that the Governor-General will signify the Royal Assent to the new Judiciary Bill before the end of this week. The Bill is divided into three parts which deal with High Courts, Circuit Courts and District Courts. The existing Court of Appeal will be displaced by a Supreme Court consisting of the Lord Chief Justice and two other judges. There will be no appeal to the House of Lords, but by special leave of the British Privy Council an appeal will lie to its Judicial Committee. The High Court will be composed of the President and five other judges. I understand that the retiring judges will include the Lord Chief Justice, Lord Justice O'Connor, Lord Justice Ronan, Mr. Justice Samuels, and Mr. Justice Dodd.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 24th April.

	Middle Price. 9th April.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	57½	4 7 6
War Loan 5% 1929-47	102⅝	4 17 6
War Loan 4½% 1925-45	99½	4 11 0
War Loan 4% (Tax free) 1929-42	100⅞	3 19 0
War Loan 3½% 1st March 1928	96½	3 12 6
Funding 4% Loan 1960-90	88¼	4 11 0
Victory 4% Bonds (available at par for Estate Duty)	93	4 6 0
Conversion Loan 3½% 1961 or after ..	77⅛	4 10 6
Local Loans 3% 1912 or after	66⅛	4 11 0
India 5½% 15th January 1932	101½	5 8 0
India 4½% 1950-55	88	5 2 0
India 3½%	65¼	5 7 0
India 3%	56¼	5 7 0
Colonial Securities.		
British E. Africa 6% 1946-56	111⅛	5 7 6
Jamaica 4½% 1941-71	92xd.	4 17 6
New South Wales 5% 1932-42	100	5 0 0
New South Wales 4½% 1935-45	94	4 16 0
Queensland 4½% 1920-25	99¾	4 10 0
S. Australia 3½% 1926-36	84	4 3 6
Victoria 5% 1932-42	100½	4 19 6
New Zealand 4% 1929	95½	4 4 0
Canada 3% 1938	83½	3 12 6
Cape of Good Hope 3½% 1929-49	81	4 6 6
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 6
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 12 6
Birmingham 3% on or after 1947 at option of Corpn.	65	4 12 6
Bristol 3½% 1925-65	76	4 12 0
Cardiff 3½% 1935	86	4 1 6
Glasgow 2½% 1925-40	76	3 6 0
Liverpool 3½% on or after 1942 at option of Corpn.	75½	4 13 0
Manchester 3% on or after 1941	64	4 13 6
Newcastle 3½% irredeemable	74	4 15 0
Nottingham 3% irredeemable	63½xd.	4 15 0
Plymouth 3% 1920-60	69xd.	4 7 0
Middlesex C.C. 3½% 1927-47	81½	4 6 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	86	4 13 0
Gt. Western Rly. 5% Rent Charge ..	104	4 16 0
Gt. Western Rly. 5% Preference	103	4 17 0
L. North Eastern Rly. 4% Debenture ..	84½	4 14 6
L. North Eastern Rly. 4% Guaranteed ..	84	4 15 0
L. North Eastern Rly. 4% 1st Preference	82	4 17 6
L. Mid. & Scot. Rly. 4% Debenture ..	85½	4 13 6
L. Mid. & Scot. Rly. 4% Guaranteed ..	84	4 15 0
L. Mid. & Scot. Rly. 4% Preference ..	82½	4 17 0
Southern Railway 4% Debenture ..	84½	4 14 6
Southern Railway 5% Guaranteed ..	102	4 18 0
Southern Railway 5% Preference ..	102	4 18 0

Law Students' Journal.

Law Society.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on 17th and 18th March, 1924 :—

*Armstrong, William Robert
Ash, Herbert Mingaye
Ash, John George Oswald
*Austen, Alfred Noël
*Baker, Thomas MacDonald
Balmford, John Kershaw
Barber, James Christopher
Beer, William Thomas
Binning, John Hildebrand Riddell
Bland, Dennis Farnworth
Bower, William
Bridge, Allman Vizer, B.A. Dublin
Brown, John
Capes, Frank Hawksley
Carrington, Philip St. John
*Champion, Savile Geoffrey
Chesworth, John Henry
Clark, George Frederick Lionel Foss
Collier, George Kitching
Collin, Frank
Collinge, Harry Horsman
*Cooke, Stefan Ernest Peel
Cooper, John Alan Rescorla
*Crane, Lucius Fairchild, LL.B. Cantab.
Cruttwell, Cecil Godfrey
Cullen, Cyril Keith
Curtler, Walter Laurence
*Dare, Gilbert Charles
Dibdin, Edward John
*Edgley, Roy Walter Kelsey
Ellis, Joseph Harold
*Ellis, Thomas William Ray
Evans, Maurice Victor
*Farrell, Thomas Alfred
*Firth, Arthur Russell
Fletcher, Eric George Molyneux, LL.B. London
Fournier, Albert Edward
Freeman, Alan Gurth
*Gilbertson, Henry Geoffrey
Gordon, Leslie
Greaney, Francis Charles
*Halsall, Cuthbert Rudyard, LL.B. Liverpool
Harris, Joseph Grahame
Harrison, Henry Jack
Heap, George Mervyn
*Heath, Graham Douglas
Heron, Cyril Ormerod
Hett, Geoffrey Bruce
Hickey, John Sheridan, B.A. Oxon.
Hill, Edmund
*Hill, Percy Horace
Hilton, Sydney
Hirst, John
Hogg, William Alderson
*Holford, George Frederick
*Howden, Harold Andrew
*Hoyland, Albert Ernest Isidore
Hudson, Reginald
Humfrey, Bruce
James, Dudley Watts
James, William Frank Treharne, B.A. Oxon.
Jarrard, Albert Henry
*Keogh, Joseph
*Kimber, William Alexander, B.A. Oxon.
*King, Eric Everby
*Knott, Arthur Outhwaite
*Lambert, Frank
*Larkham, John Edward
Laurie, Herbert Crawford
Layton, John Henry
McBrien, James George
McDonnell, Henry
McGahey, Robert James
McKenzie, Donald Pirrie
Maplesden, Arnold Keith
*Marr, William Frederick
Meredith, John Henry Mervyn
Mitchener, Alfred Charles
Monro, Henry Ramsay, M.A. Oxon.
Mullis, Frederick Lionel
*Newstead, Leonard
Newton, Richard
Nisbet, Harry Courtenay Carey
Parkin, Ernest
Pervin, Herbert Edwin
Pickard, Alexander
*Pitt, Walter Sydney
Platt, William Elkin
Porter, Richard George
Potts, Henry
Powell, Wilfred George
Prance, Miles Howard
*Price, Naphtali Julius
Raisman, John, B.A., LL.B. Leeds
Richardson, William
Riche, Edwin Leslie Harding
Roberts, Frederic George
*Robinson, Terence
Robinson, Walter Darby
Roddis, Keith Mitchell
Rogers, Archibald William
Salter, Maurice Arthur, M.A. Cantab.
Shackles, Derek Holmes
Shaw, Gilbert Everts
*Shaw, Herbert Alfred
Shaw, John Eric
*Sheard, Edgar
Shepherd, Cecil James
Simmons, Walter Daniel Wymark
Slack, Geoffrey Hector
Smith, Leo
Smith, Sydney Walter
*Stokes, Richard Vernon
Stone, Francis George
*Stubbs, Hugh Macfarlane
Sylvester, John William
*Tempest, Francis Lewis, B.A. Cantab.
Thatcher, Alexander Cleobury
Thomas, Henry John
*Turk, Max
Underwood, Reginald Lindsay
Wadham, Gilbert Charles
Ward, Robert
Warne, William Henry
Webb, George Holbeche Harvey
Wheeler, William Edward Cecil
Whetham, William Tomlinson
*Whitehouse, Douglas Selborne
Whitworth, Reginald
Willox, James Simpson
Wilmore, Tom Lawson
Wilson, Edward Geoffrey
Wright, Clifford Kent, B.A. Oxon.
Wright, Thomas Meadows, LL.B. Sheffield

* These Candidates have attained the required standard of proficiency to enable them to compete for Honours.

No. of Candidates, 158; Passed, 134.

The Council of The Law Society have awarded the following Prizes :—

To Eric Everby King, who served his Articles of Clerkship with Mr. Samuel Williams of the firm of Messrs. Johnstone and Williams of Nottingham—The Sheffield Prize (founded by Arthur Wightman, Esq.), value about £35.

To Harold Andrew Howden, who served his Articles of Clerkship with Mr. Ernest Benjamin Chapman of the firm of Messrs. Wilkin & Chapman of Grimsby—The John Mackrell Prize, value about £13.

By Order of the Council,
E. R. COOK,
Secretary.

Law Society's Hall, Chancery Lane, London, W.C.2.
4th April, 1924.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 19th and 20th March, 1924.

A Candidate is not obliged to take both parts of the Examination at the same time.

First Class.

Craven, Cyril.

Passed.

Addis, George Ryland
Allée, Aubrey Rowland, B.A. Birmingham
Arnison, Charles Eric
Bainbridge, Harry
Band, Eric
Barnes, William Henry
Bartley, Samuel John Noel
Brooks, Robert Courtenay
Chaney, Walter Sidney
Charlesworth, Charles Henry
Charlesworth, George Stansfeld, B.A. Cantab.
Christians, Harold George Theodore
Cockshutt, Philip Bond
Cohen, Janus, B.A. London
Connelly, Cecil John
Cooper, George
Danks, Onslow Benjamin
Davies, John Prysor, B.A. Wales
Davis, Thomas George
Doyle, William Paterson
Dryden, Stanley
Evans, David Howell
Farrer, Walter Leslie, B.A. Oxon.
Fforde, Arthur Frederic Brownlow, B.A. Oxon.
Gaade, Stanley
Gaskell, Douglas Walter
Gerrey, Frederick James
Gibbons, Stanley Alexander, B.A. Cantab.
Greenwood, George Bernard
Guile, John Francis
Hamblen, Sidney George Reeves
Hannay, Stewart
Hartley, George
Henderson, Ernest Alfred
Hiscott, Ralph Lionel Henry
Hodge, Edmund Albert Whittaker, B.A. Oxon.
Hodges, Cecil George
Iwi, Edward Frank
Jarvis, Thomas Edward Allan
Jennings, Arthur Cyril, B.A. Oxon.
King, Stephen Frank, B.A. Oxon.
Lewis, Benjamin James Amphlett
Mann, Sydney Edgar
Mills, John Frederick Cooper
Nalder, Kenneth Howard
Nicholls, George Charles
Payne, Harry
Pearson, Harry Garfield
Pemberton, Frank
Phillips, John
Poole, Charles Lewin
Priestley, Arthur
Prynne, John Rundle Fellowes
Redman, Robert Carne
Richards, Arthur Westley
Spark, Frank Henry
Steed, Cyril Frederick
Tench, Lilian Juanita, B.Sc. London
Tompkins, John Alldis
Watson, John Davidson
Wheatcroft, John Bramwell
Worsfold, Christopher

The Following Candidates have passed the Legal Portion only.

Abrahams, Eric Arthur
Allday, Leslie
Barron, John Douglas
Benton, Alfred Woodroffe
Bishop, Richmond Collis
Bointon, Leonard James
Boaley, John Cyril
Bowes, Eric
Brittain, Mary
Brown, Frederick William
Brown, Malcolm Seymour
Brown, Stephen Edwin
Bryceson, Maurice Alan
Buchanan, Robert Donald, B.A. Cantab.
Caldecott, Guy
Capron, John Theodore
Chapman, Herbert Vincent
Chellew, Philip James
Clapham, Bertie
Cohen, Jacques, B.A. London
Crane, Samuel
Creeke, Anthony Buck
Davies, Robert Griffith
Daybell, Francis John
Deal, Edward Cooper
Denby, Thomas Arthur
Denny, Cecil Bibby
Elmhirst, Alfred Octavius
Fildes, Frank Cyril
Finley, Henry Lockhart
Fitzgerald, Walter
Ford, Mortimer Noël
Forsyth, Walter Boyd-Clark
Gamlen, St. John Onslow, B.A. Oxon.
Gilman, Denis George
Gilson, Reginald Thomas
Gough, Francis Hugh
Harrisson, John Arthur Edward
Hastie, Ulrica Anne
Highway, Cyril
Hiller, Lippe Speight
Hoahing, Kathleen
Hobday, Sylvia Irene
Holden, Ronald Brockett
Holmes, Clement Francis Cozens
Howie, Robert Coulson
Hyman, Marcus
Jackson, Spenser Willan
Kendall, Ernest Berry
Keogh, George
Lambert, John Hubert
Lauder, Alice Sarah
Leather, Godfrey Clifford, B.A. Cantab.
Legge, Wilfred Wilson
Little, George Thomas
Lockyer, Hugo Charles
Macaulay, Kenneth Aulay
MacBean, James Bremner
Martin, James Arthur
Masson, John McIntyre
Meaby, Harold Walter
Mills, Bertie
Morgan, William Rowland
Neesam, Clarence John
Parry, John Percival
Perkins, William Robert
Perriman, Malcolm Warner
Porter, Norman Wilfred
Pugh, John Geoffrey
Reed, Thomas Maynard
Ringrose, Harry Thomas
Robinson, Wilfrid Henry
Russell, James Godfrey Nickolls
Russell, Ronald Charles Hunter
Sanderson, Irvin Thistlethwaite
Schnadhorst, Cyril Frank
Seville, Hedley Arthur
Sheehan, Maurice
Shorter, Reginald Alfred
Slaney, Clifford Weston
Smallman, George John
Smith, Anthony Leslie, B.A. Oxon.
Smith, Henry Landless
Smith, Hubert William Sarjeant
Smythe, Lucius Raymond Godfrey Lyster
Soanes, Stanley Charles Vernon
Sowman, Philip George William
Spurrell, Charles Frederick Stuart
Thompson, Robert Lord
Turner, Geoffrey Wreford
Turner, George Alexander
Warren, Arthur Hanson
Webb, Charles John
Webb, Ronald Charles
Welch, Jack Redmayne
Whitehead, John Townsend
Worthington, Thomas Hall
Youden, George Henry

No. of Candidates, 220 ; Passed, 161.

The Following Candidates have passed the Trust Accounts and Book-keeping Portion only.

Addison, John Henry Squire, B.A., LL.B. Cantab.
Aked, Arthur, B.A., LL.B. Cantab.
Allen, Percival Robert
Barnett, Geoffrey Morris
Bell, Arthur Francis
Bestwick, Francis William
Binns, Stuart Lester
Boulton, Douglas Arthur
Bowen, Richard Stephen
Boyes, Thomas Cyril
Brian, Kenneth Cadwallader
Broadley, Kenneth
Brown, William Cecil
Burder, John, B.A. Oxon.
Burge, Sydney Graham
Carthew, Edmund John, B.A., LL.B. Cantab.
Cartwright, Geoffrey, B.A. Oxon.
Cleaver, Charles Frederick Rickards
Cockshott, Winnifred, M.A. Oxon.
Cole, Maurice Buxton
Cooper, Richard Girdlestone
Cornock, Samuel Thomas
Cross, Philip Kynaston, B.A. Oxon.
Cudbird, Horace Richard
Cunliffe, Ellis Norton, B.A. Oxon.
Davies-Jenkins, John Noel
Deeks, Victor Frank
Deery, Edward Gerard, LL.B. Liverpool
Dynes, Maxwell Russell, B.A. Cantab.
Eaton, Richard Noel
Exler, Frank
Fail, Edward
Fordyce, Arthur Henry
Gautrey, Basil Moxon
Geldart, Richard Warbrick
Glenister, Louis Oliver
Gosling, John Alford
Graham, John
Green, Herbert William
Hall, George Colin
Harrison, Dudley
Hart, Louis Albert
Hart, Thomas William
Hilditch, George Clifford
Hindley, George Henry, LL.B. Liverpool
Hoare, Leonard Griffith
Holmes, Anthony Cecil Dailey
Horrocks, George
Howman, Donald George Cox.
Hudson, Arthur Keith, B.A. Oxon.
Hughes, Harold Charles, B.A. Cantab.
Johnson, James William
Jones, Edward David Vaughan
Jones, Philip Perkyns, B.A. Wales
Jones, Trevor
Kerfoot - Hughes, Thomas Arthur
Lewis, Meryn
Lewis, William Marston Reece
Lincoln, Reuben
Longbottom, Harry Fearnley
McGahey, Arthur John
McKay, Roy, B. A. Oxon.
Manley, Gerald Arthur Churchill, B.A. Cantab.
Michael, Thomas David
Newborn, Geoffrey Welby
Nicholls, Percy Hugh
Nisbett, Harold Victor
Norton, Evan Augustus, B.A. Oxon.
Ormond, Herbert Edward, B.A. Oxon.
Palmer, Howard
Pattinson, William Pratt
Proctor, John Wilfrid
Reddihough, Cyril Spencer, LL.B. Leeds
Ripley, Robert William, B.A., LL.B. Cantab.
Roberts, George Harold
Rodyk, Alexander Humphrey Bernard, B.A., LL.B. Cantab.
Ryall, Herman Temple
Schulman, Frank Augustus, B.A., LL.B. Cantab.
Schultess - Young, Henry Bradford Ivor
Sharman, Corrie Reid, B.A., LL.B. Cantab.

Shuker, Francis, B.A. Oxon.	Thompson, John Gould
Skinner, William Fred	Tinn, Joseph
Slack, Frances Muriel	Turner, Thomas Andrew
Slade, Roger Phipson, B.A. Oxon.	Vince, Charles
Stoney, Irene	Vint, Alfred Whitley, B.A., LL.B. Cantab.
Streat, Kenneth Elwood	Ward, Tolson Sherwood
Suthren, William	Waring, John Joseph
Syrett, Geoffrey Herbert	Weale, Eric William Golman
Swann, Geoffrey Venables	Weston, Mary Katherine Ruby
Tatham, Wulfstan, M.A. Oxon.	White, Douglas Onslow
Taylor, Dennis Bentley	Wilding, Herbert Edmund, B.A. Oxon.
Thattey, Gangadhar Vishnu	Williams, Henry William Rice
Thomas, John Haydon, B.A. Wales	Wood, Frank Noel

No. of Candidates, 198; Passed, 169.

By Order of the Council,
E. R. COOK,
Secretary.

Law Society's Hall, Chancery Lane, London, W.C.2.
4th April, 1924.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall on Tuesday, the 8th inst. (Chairman, Mr. Richard O'Sullivan), the subject for debate was, "That this House regrets the increasing tendencies towards State interference." Mr. W. S. Jones opened in the affirmative. Mr. G. Dewey opened in the negative. The following members also spoke: Messrs. A. T. Denning, J. H. G. Buller, J. Hart Leverton, W. H. Betts, jun., Raymond Oliver, Miss D. C. Johnson, J. J. Davies and H. Shanly. Mr. Richard O'Sullivan having replied, and the Chairman having summed up, the motion was lost by the Chairman's casting vote. There were twenty members and one visitor present.

Sheffield & District Law Students' Society.

The annual dinner of the Sheffield and District Law Students' Society was held on 21st March last at the Royal Victoria Hotel, Sheffield, His Honour Judge W. J. Lias (the President) being in the chair.

The dinner was attended by the law students and the members of the local legal world, and amongst the guests present were The Honourable Mr. Justice Roche, Alderman Sir William Clegg, The Archdeacon of Sheffield (The Venerable J. R. Darbyshire), Lieut.-Col. H. K. Stephenson, R. Storry Deans, Esq., M.P., the President of the Sheffield Incorporated Law Society (L. J. Clegg, Esq.), the Registrar (Albert Howe, Esq.), the Clerk of the Peace (G. E. Smith, Esq.), and delegates from the Hull, Leeds and Nottingham Law Students and the Sheffield Chartered Accountant Students' Societies.

Proposing the toast of the Society, Lieut.-Col. H. K. Stephenson said that he had formed a very high opinion of the members of the legal profession, for they were men who worked hard and played hard, and produced those qualities which enabled them to give a good account of themselves in the service of commercial life and the State.

Mr. F. J. Kershaw (the Hon. Secretary), in responding, referred to the activities of the Society, which he said gave them an opportunity to acquire the difficult art of public speaking, and also laid down the foundation of the mutual goodwill which was so important a virtue of the legal profession. The Society was in a very flourishing state, and the membership had increased over 25 per cent. on the previous year.

The Archdeacon of Sheffield (The Venerable J. R. Darbyshire) in proposing the toast of the Bench and Bar, said that the connection between the Church and the Law was very real; they were both striving for the same end, the maintaining of law and right. He said that when a judge attended the Assize service they were tempted to accept the words "We feebly struggle; they in glory shine.". Of all the professions these two remained as the students of the humanities; doctors were compelled more and more to become scientific. The very vest education a man could have was that which included the humanities in some form or other. The Church and the Law had a real responsibility to the times in maintaining that standard of conduct which some acquaintance with the classical literature and modes of thought supplied.

Mr. Justice Roche, in responding, expressed pleasure at being present because he had a warm regard for the activities of such a society, which trained young men to become members of a profession to which he was proud to belong. "There is no such thing as an upper and lower branch of the law," he said; "they are different branches with divided functions and labours, but they are one and the same profession." Speaking of the circuit system, he said that it should not be diminished. They might need more judges to work it, but the system as it stood for centuries was most valuable. "I would rather advocate," concluded his lordship, "that Sheffield should have an Assize court of its own."

Mr. Robert Leader, barrister-at-Law, also responded to the toast.

Sir William Clegg, in proposing the toast of "the Visitors," said that they were all charmed with the personality of Mr. Justice Roche, and felt pleased to extend a hearty welcome to the Archdeacon of Sheffield and the President of the Law Society. He would ask the students to accept a few words of advice. "Never knowingly take a false point of law either before magistrates or the county court judge, and conduct your case with the most scrupulous fairness, never taking advantage of an opponent."

Mr. R. E. Nutt (Leeds) replied to the toast.

Mr. R. Storry Deans, M.P., proposed "The President," who, he said, was highly respected by all members of the legal profession. In the performance of his duties he had a single eye to the administration of impartial justice.

His Honour Judge Lias, in response, extended some friendly advice in regard to the presentation of cases in court. He concluded a very happy speech with the remark: "I do my best, not to please everybody, but to do justice."

Legal News.

Death.

CARPENTER.—On Sunday, 6th April, at his residence, St. Fillan's, Mill Hill, THOMAS CARPENTER, senior member of the firm of Carpenters, solicitors, 5, Budge Row, E.C.4, and second son of the late William Carpenter, solicitor.

Honours and Appointments.

The King has approved that the honour of knighthood be conferred upon Mr. GEORGE JOHN TALBOT, K.C., on his appointment to be a Judge of the High Court of Justice.

The King has been pleased to approve that Mr. HUGH PATTISON MACMILLAN, K.C., be sworn of his Majesty's most honourable Privy Council in virtue of his appointment as Lord Advocate.

Dissolutions.

ROBERT BRUCE AITKEN, ALFRED JOSEPH MARRIOTT and the Rt. Hon. Sir DONALD MACLEAN, K.B.E., LL.D. (Church Rackham and Co.), Solicitors, 46, Lincoln's Inn-fields, London, W.C.2, 31st day of March, 1924. All debts due to and owing by the said late firm will be received and paid by the said Alfred Joseph Marriott and Donald Maclean.

JOHN EDWARD HODDING and CECIL NEWTON GRAHAM (Hodding and Company), Solicitors, Worksop, Nottinghamshire, 17th day of March, 1924. All debts due to and owing by the said late firm will be received and paid by the said Cecil Newton Graham. [*Gazette*, 4th April.

ROBERT TREVOR GRIFFITHS and OSWALD NORMAN MARTIN, Solicitors, Hay and Talgarth, in the County of Brecon (Griffiths and Martin), 31st day of March, 1924. The business will in future be carried on by the said Robert Trevor Griffiths and William Ernest Oswald Rutter under the style or firm of "Griffiths and Rutter." [*Gazette*, 8th April.

General.

The Bill promoted by the conservators of the Malvern Hills to preserve the beauty of the hills and restrict or stop the quarrying now proceeding there came again before the Select Committee of the House of Lords (Lord Islington presiding) on Monday. On the suggestion of the chairman, a conference of parties had been held, but no substantial agreement was reached. A further conference was held on Monday, but counsel for the Malvern Urban Council stated that they had been unable to agree and the case must proceed. The hearing of the promoters' case was continued, and the Committee adjourned until Tuesday.

Count Siegfried Raben-Levetzau, of Gloucester-place, Marylebone, was summoned on Thursday, the 3rd inst., at Sutton, for dangerous driving of a motor car. A police constable said the defendant was followed by Lord Ridley in another motor car in Brighton-road. They appeared to be racing one another. The

witness estimated the Count's speed at thirty-four miles an hour. When told of this the Count replied, "I didn't know I was in a ten-mile limit. My friend was following me as he did not know the road." The defendant's solicitor pleaded "Guilty," and a fine of £2 was imposed. A similar summons was taken out against Lord Ridley, and adjourned for a week.

Three boys, inmates of the Redhill Reformatory School, pleaded "Guilty" at the Surrey Quarter Sessions on Tuesday to burglaries at Reigate, and were sent to a Borstal institute for three years. The superintendent of the reformatory said there was no night staff at the school, and the boys were able to go out, commit four burglaries, and to return. The boys were locked in their dormitories, though the Home Office had criticized the witness's action in that respect, and urged that the boys should have more liberty, and that they should not be compelled to wear a uniform. Sir Charles Walpole (chairman) said the policy advocated by the Home Office seemed to be sheer folly.

A fine of £45, with an order to pay £5 costs, was imposed by Mr. Boyd, the West London Magistrate, on Tuesday on Edmund James Lovell, 31, commission agent, for carrying on a ready-money betting business on football results at an office in Beadon-Road, Hammersmith. The defendant pleaded "Guilty." Mr. Melville, prosecuting for the Commissioner of Police, said that the system followed by the defendant was that football coupons were sent by agents of his on Saturday in one envelope, and the stake had to be sent, usually in a separate envelope, before the conclusion of the football matches. Most of his clients were agents, and the extent of his business was shown by the fact that there were 1,006 clients on his books.

The Brussels correspondent of *The Times* in a message of 3rd inst., says: The feminist movement is advancing little by little in the Belgian Parliament. Up to the present women have obtained the right to sit as members of the Chamber and Senate, but not to take part in the elections to those Assemblies. Their electoral rights extend only to municipal bodies, and they are qualified to fill the post of Burgomaster. This afternoon the Chamber gave further satisfaction to the feminists when it decided by 110 votes against 18, with seven abstentions, that henceforth women may be appointed as judges in the commercial tribunals. A Bill will shortly come up for decision in the Chamber under which women will receive the right to vote in the elections of provincial councillors.

Mr. Ernest J. P. Benn, 8, Bouverie-street, E.C.4, writing to *The Times*, 9th inst., says:—Would it not be an advantage if the next Rent Bill were numbered? I understand that Imperial Parliament in its wisdom has put on the Statute Book up to date 390 Acts providing for the housing of the working classes. If my figure is right—it can easily be checked—the new Bill will be No. 391. It is surely due to our politicians that the public should realize the strenuous and consistent efforts which they have always made to rid us of slums and provide us with homes. Bill No. 391 might have the double effect of impressing us with the measure of the efforts of Parliament, while, at the same time, leading us to wonder whether Parliament is, after all, the proper agency through which to secure houses.

Before Mr. Alderman Greenaway, at the Guildhall last Saturday, Thomas George Edwards, 23, and Walter Collins, 24, were charged with loitering in the Central Markets for the purpose of receiving bets. For some time the market authorities have had considerable difficulty in dealing with the betting nuisance owing to the semi-private status of the place, but after a consultation with the City Solicitor (Sir Homewood Crawford), the Markets' Committee issued a notice intimating that they, as owners of the property, forbade betting thereon. This enabled the police to act. The defendants when arrested expressed some surprise, and when told of the notice against betting, said they had not seen it. The Magistrate fined Edwards £5 and Collins (who had been previously convicted) £10.

The London County Council has issued a notice directing the attention of shopkeepers to the arrangements authorized in respect of the opening of shops on the weekly half-holidays at Eastertide. The Shops Act, 1912, provides that if a shop is closed throughout the whole of a Bank Holiday, the shopkeeper may keep his shop open either on the half-holiday immediately before or on the half-holiday immediately after the Bank Holiday. Good Friday is regarded as a Bank Holiday for the purposes of the Act. If, therefore, a shop is closed during the whole of the two Bank Holidays, Good Friday and Easter Monday, it may be open both on the day of the weekly half-holiday immediately before and on the day of the half-holiday immediately after Easter Sunday.

It was clear, says *The Times* under "City Notes," 9th inst" after the House of Lords' judgment had been delivered at the end of February in the case of the Greek steamer *Grigorios*, which related to the throwing away of a ship, that marine underwriters would wish specially to protect the innocent shippers of cargo in the event of there being similar instances of the kind. High legal opinion was, it was pointed out in these columns, consulted. The result of that consultation is an amendment of what is known as the "Bill of Lading Clause" of the Institute Cargo Clauses, which is, in future, to read as follows: "The assured are not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the bills of lading and/or charter party. The seaworthiness of the vessel as between the assured and the assurer is hereby admitted, and the wrongful act or misconduct of the shipowner or his servants causing a loss is not to defeat the recovery by an innocent assured if the loss in the absence of such wrongful act or misconduct would have been a loss recoverable on the policy. With leave to sail with or without pilots, and to tow and assist vessels or craft in all situations, and to be towed." The wording of the clause is known to have been approved by the underwriters of London and Liverpool insurance companies, and by underwriters at Lloyd's.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday April 14	Mr. Jolly	Mr. Bloxam	Mr. More	Mr. Jolly
Tuesday 15	More	Hicks Beach	Jolly	More
Wednesday.... 16	Synge	Jolly	More	Jolly
Thursday 17	Ritchie	More	Jolly	More

Date.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday April 14	Mr. Bloxam	Mr. Hicks Beach	Mr. Ritchie	Mr. Synge
Tuesday 15	Hicks Beach	Bloxam	Synge	Ritchie
Wednesday.... 16	Bloxam	Hicks Beach	Ritchie	Synge
Thursday 17	Hicks Beach	Bloxam	Synge	Ritchie

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, April 4.

THE CENTRAL MOTOR CO. (BARRY) LTD. May 5. Percy H. Walker, 4, Park-place, Cardiff.

W. & K. HAMMETT LTD. May 2. Arthur N. Tessier 3, Monument-st., E.C.3.

PEACOCK & DIXON LTD. April 30. George E. Baskerville, 60, Bridge-st., Manchester.

COKER, TROUGHTON & SIMMS, LTD. April 30. William H. Post, 11, Ironmonger-lane, E.C.

A. DUCKWORTH & SONS LTD. April 23. Arthur S. Lewis, 3, King-st., Rochdale.

UNITED SERVICES (BRISTOL) CLUB LTD. April 23. Charles J. Dennehy, Albion-chmbrs., Small-st., Bristol.

BORDESLEY ENGINEERING CO. LTD. May 16. Arthur A. Miller, 80, Waterloo-st., Birmingham.

S.E. NIMROD LTD. April 19. G. H. Jeff, 16, Water-lane, Great Tower-st.

DENABY SHIPPING & COMMERCIAL CO. LTD. May 16. K. W. Hickman, Pinner's Hall, Austin Friars, E.C.2.

NICOPITS SAND CO. LTD. April 19. G. H. Jeff, 16, Water-lane, Great Tower-st.

SILAS WAGON & CO. LTD. April 19. G. H. Jeff, 16, Water lane, Great Tower-st.

London Gazette.—TUESDAY, April 8.

THE LEA VALLEY ENGINEERING CO. LTD. May 20. O. Sunderland, 15, Eastcheap, E.C.3.

PEMBROKE DOCK ENGINEERING & DRY DOCKS CO. LTD. May 10. Percy H. Walker, 4, Park-place, Cardiff.

WEST DURHAM WALLSEND COAL CO. LTD. May 12. Alfred Harrison, Crown-st.-chmbrs., Darlington.

E. & A. CROSHER & CO. LTD. May 1. W. H. E. Sparks, 12, John-st., Sunderland.

GEORGE LAURIE & CO. LTD. April 30. Ernest J. Walker, 5, Castle-st., Liverpool.

HOWSTRAKE ESTATE LTD. April 25. Robert G. Shannon, 81, Dale-st., Liverpool.

THE BRITISH OPALOGRAPH CO. LTD. April 14. C. Lane, 7, Thayer-st., W.1.

JAMES BRUCE & CO. LTD. May 15. George S. Weeks, 23, Upper Thames-st., E.C.4.

THE HENDON VALE ESTATE CO. LTD. April 17. Henry Thwaites, Cross Roads House, Golders Green, N.W.11.

PEOPLE'S TRUST CO. LTD. April 23. Frederick Mills Spankie, 4, New-court, Carey-st., W.C.2.

DUSTY MILLER SICK & BURIAL SOCIETY. May 10. John T. Green, James Schofield and Leonard Wild, 287, Manchester-rd., Rochdale.

COMMERCIAL INN SICK & BURIAL SOCIETY. May 10. Harry Pogson, Arnold Winn and Benjamin Hoyle, 57, Milnrow-rd., Rochdale.

BRUFORDS (LEICESTER) LTD. May 19. J. W. Rowley, 20, Friar-lane, Leicester.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, April 4.

W. & K. Hammett Ltd.
Montague Pelham Ltd.
Charles Peacock & Co. (1923) Ltd.
Seaham Smallowners Ltd.
Everetts Stores Ltd.
A. Duckworth & Sons Ltd.
Troutbeck Hydro (Ilkley) Ltd.
Benson & Co. Ltd.
Norwood Manufacturing Co. Ltd.
W. V. Middleton Ltd.
The New Star Cinema Syndicate Ltd.
The Ideal Toe Puff Co. Ltd
J. N. Smith & Son Ltd.
Brasher & Foster Ltd.
A. B. Horsley Ltd.
Wykes & Wykes Ltd.
Collinge & Co. Ltd.
D. M. F. Brietzcke Ltd.
Golders Green Amusement and Development Co. Ltd.
Critchley, Sharp & Tetlow Ltd.

The Regent Insurance and Investment Co. Ltd.
Bordesley Engineering Co. Ltd.
Bernard Art Co. Ltd.
Alston, Arbuthnot and Harrisons Ltd.
Hawick Woollens Manufacturing Co. Ltd.
Knickerbocker Club (Proprietary) Ltd.
The Middlewich Motor Co. Ltd.
George & Ormerod Ltd.
Jarman & Sidwell Ltd.
Seaford West Co. Ltd.
Mitcham Lavender Laundry Ltd.
W. H. Hunt & Co. Ltd.
People's Trust Co. Ltd.
James Taylor & Sons (Cleckheaton) Ltd.
Fleming, Birkby & Goodall Ltd.
Raven, Martineau & Burke Ltd.
Upton's of Hull Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, April 4.

ALLEN, JOSEPH W., St. Helens, Tripe Dresser. Liverpool. Pet. March 31. Ord. March 31.
ALLEN, WILLIAM, Rushdean, Boot Operative. Northampton. Pet. March 31. Ord. March 31.
ALLETSON, JOHN W., Sleaford, Painter. Sheffield. Pet. April 1. Ord. April 1.
BARNES, WILLIAM, and HARTLEY, WALTER E., Totton, Southampton, Southampton. Pet. March 14. Ord. April 2.
BEER BROS., Jewry-st., Cotton Cloth Merchants. High Court. Pet. March 15. Ord. April 1.
BELLWARD, THOMAS, and BELLWARD, SAMUEL J., Keighley, Wire Mattress Manufacturers. Bradford. Pet. March 31. Ord. March 31.
BLOUET, GERALD R., Woodham Ferrers, Essex, Builder. Chelmsford. Pet. March 7. Ord. March 31.
BOULD, ARTHUR W., Leeds, Electrician. Bradford. Pet. April 1. Ord. April 1.
BRAYBROOKE, ARTHUR R., Wellingborough, Butcher. Northampton. Pet. March 31. Ord. March 31.
BUNNING, CHARLES, East Harling, Norfolk, Farmer. Norwich. Pet. March 13. Ord. March 31.
CASSELL, HEDLEY, West Bridgford, Patent Medicine Manufacturer. Nottingham. Pet. April 2. Ord. April 2.
COOKE, JAMES, Scunthorpe, Milliner. Great Grimsby. Pet. March 31. Ord. March 31.
COOPER, MORRIS L., Cardiff, Wholesale Merchant. Cardiff. Pet. Jan. 31. Ord. April 1.
COX, HENRY S., Plymouth, Motor Engineer. Plymouth. Pet. March 31. Ord. March 31.
DAVIES, EDGAR M., Llanelly, Motor Driver. Carmarthen. Pet. April 1. Ord. April 1.
DINGWALL, ALEXANDER, Newcastle-upon-Tyne, Café Proprietor. Newcastle-upon-Tyne. Pet. April 1. Ord. April 1.
DINGWALL, ARTHUR H., Gateshead, Farmer. Newcastle-upon-Tyne. Pet. March 31. Ord. March 31.
DONE, JOHN, Blackpool, Painter. Blackpool. Pet. March 31. Ord. March 31.
DUNK, TOM, Retford, Fish and Chip Potato Salesman. Lincoln. Pet. March 27. Ord. March 27.
FERNIE, ROBERT, Gillingham, Kent. Rochester. Pet. Feb. 18. Ord. March 31.
GODDARD, JOHN, Liverpool, Antique Dealer. Liverpool. Pet. April 1. Ord. April 1.
GOLDWINE, LEONARD, Chelmsford, Grocer. High Court. Pet. March 17. Ord. April 2.
HALLIDAY, GEORGE R., Mansfield, Smallware Dealer. Nottingham. Pet. April 2. Ord. April 2.
HANDCOCK & WALKER, Islington, Manufacturing Silversmiths. High Court. Pet. March 17. Ord. April 2.
HART, CLIFFORD J., Union-st., Blackfriars, Licensed Victualler. High Court. Pet. March 31. Ord. March 31.
HAYES, EMLYN D., Cwmfelinfach, Grocer. Newport (Mon.). Pet. April 2. Ord. April 2.
HAYWARD, RICHARD J., Pontesbury, Salop, Grocer. Shrewsbury. Pet. March 4. Ord. March 31.
HILL, WILLIAM, Hadfield, Derby, Sports Outfitter. Ashton-under-Lyne. Pet. April 1. Ord. April 1.
HUDSON, A., Saltaire, Yorks, Furniture Dealer. Bradford. Pet. March 6. Ord. April 1.
HUNTER, MICHAEL, Woking, Bookmaker. Guildford. Pet. Feb. 1. Ord. April 1.
INGHE, ARTHUR, Sheffield, Pharmacist. Sheffield. Pet. March 29. Ord. March 29.
JAKENS, GEORGE W., Outwell, Norfolk, Farmer. King's Lynn. Pet. March 10. Ord. April 1.
JOHNSTONE, WILLIAM H., Elgin-avenue, Company Director. High Court. Pet. March 11. Ord. April 2.
KING, TOM, Gainsborough, Entire Horse Proprietor. Lincoln. Pet. March 29. Ord. March 29.
KITCHEN, CHARLIE, Westwoodside, Haxey, Lincs, Smallholder. Lincoln. Pet. April 1. Ord. April 1.
LASSAM, HENRY C., Manchester, Architect. Stockport. Pet. March 4. Ord. April 1.
LEE, HERBERT, Lytham, Vulcanizer. Preston. Pet. March 31. Ord. March 31.
LENANDER, F., Oxford-terrace, Paddington. High Court. Pet. March 26. Ord. April 2.
LUGG, BENJAMIN, Devonport, Licensed Victualler. Plymouth. Pet. April 2. Ord. April 2.
MARSDEN, MARGARET, and MARSDEN, MARY, Chorlton-on-Medlock, Dressmakers. Preston. Pet. March 31. Ord. March 31.
MARSH, JOHN W., Dover, Licensed Victualler. Canterbury. Pet. March 31. Ord. March 31.
MARSH, PERCIVAL L., New Mill, near Huddersfield, Pharmacy Proprietor. Huddersfield. Pet. April 1. Ord. April 1.
MCGREGOR, DONALD F., Portsmouth, Physician. Portsmouth. Pet. Jan. 30. Ord. March 31.
MILLS, MARGARET A., Carlisle, Confectioner. Carlisle. Pet. April 1. Ord. April 1.
MOUNTSTEVENS, CLIFFORD, Chorlton-cum-Hardy, Commercial Traveller. Salford. Pet. April 1. Ord. April 1.
NEEDHAM, WALTER, Doncaster, Fruiterer. Sheffield. Pet. March 31. Ord. March 31.
ONWCHAND, NICHOLAS A. C., Great Dover-st., Casein Manufacturer. High Court. Pet. Feb. 29. Ord. April 2.
PILKINGTON, ARTHUR E., Harrogate, Commercial Traveller. Harrogate. Pet. March 20. Ord. March 29.
PLATT, JOSEPH, Manchester, Rope and Twine Merchant. Manchester. Pet. March 13. Ord. March 31.
POWELL, W., and G., Dartford, Corn Merchants. Rochester. Pet. March 21. Ord. March 31.
RAWLINSON, ROBERT, Barnoldswick, Fish Dealer. Bradford. Pet. April 2. Ord. April 2.
REDDICK, HENRY L., Slough, Grocer. St. Albans. Pet. April 1. Ord. April 1.
ROBINSON, ALBERT E., Lewes. Brighton. Pet. Jan. 24. Ord. March 31.
ROBINSON, THOMAS W., Danbury, Essex, Builder. Chelmsford. Pet. April 1. Ord. April 1.
ROBINSON, JOHN S., Bloxwich, Picture House Manager. Walsall. Pet. April 1. Ord. April 1.
SHACKLADY, PETER, Tarbock, near Prescot, Farmer. Liverpool. Pet. March 31. Ord. March 31.
SMITH, ALFRED, Farnborough, Tailor. Guildford. Pet. March 31. Ord. March 31.
STACY, ARTHUR E., East Brabourne, Kent, Baker. Canterbury. Pet. March 31. Ord. March 31.
THRUSSELL, JOHN, Kingston-upon-Hull, Corn Factor. Kingston-upon-Hull. Pet. March 31. Ord. March 31.
TRUSSLER, CHARLES W., Highbridge, Coal Merchant. Bridgwater. Pet. April 1. Ord. April 1.
WILSON, WILLIAM F., Bromsgrove, Market Gardener. Worcester. Pet. March 31. Ord. March 31.
WOODS, ROBERT G., Sutton, Surrey, Fruiterer. Croydon. Pet. April 2. Ord. April 2.
WRIGHT, JAMES, Norwich, Licensed Victualler. Norwich. Pet. April 1. Ord. April 1.
Amended Notices substituted for those published in the *London Gazette* of March 28, 1924:—
COLLINS, ALFRED J., Scarrington, Notts., Farmer. Nottingham. Pet. March 25. Ord. March 25.
WALTERS, LLEWELLYN L. E., Treorchy, Baker. Pontypridd. Pet. March 25. Ord. March 25.

London Gazette.—TUESDAY, April 8.

BARKER, ROBERT, Bradford, Draper. Bradford. Pet. April 4. Ord. April 4.
BERRISFORD, GEORGE, Rotherham, Publican. Sheffield. Pet. April 3. Ord. April 3.
BOWEN, FREDERICK W., near Kingsbridge, Hotel Proprietor. Plymouth. Pet. Sept. 25. Ord. April 3.
BURLEY, WILLIAM, Kingston-upon-Hull, Fruit Hawker. Kingston-upon-Hull. Pet. April 4. Ord. April 4.
BURROWS, HORACE F., Newbiggin-by-the-Sea, Builder. Newcastle-upon-Tyne. Pet. April 3. Ord. April 3.
CLARK, HENRY G., Queen Victoria-st., E.C., China and Glass Merchant. High Court. Pet. April 3. Ord. April 3.
CORNEY, EDWARD, Farcet, Hunts, Brickyard Labourer Peterborough. Pet. April 5. Ord. April 5.
DEARDEN, HERBERT, Rochdale, Operative [illegible] Rochdale. Pet. April 4. Ord. April 4.
DEARING, WALTER, Rotherham, Fish Oil and Potato Salesman. Sheffield. Pet. April 3. Ord. April 3.
DELDERFIELD, HARRY, Northchurch, Berks, Hay, Straw and Soot Merchant. Aylesbury. Pet. April 4. Ord. April 4.
DENTON, ALFRED G., Streatham, Bank Clerk. Wandsworth. Pet. April 3. Ord. April 3.
DUNN, JAMES W., Satley, Durham, Farmer. Durham. Pet. April 4. Ord. April 4.
DUNPHY, FREDERICK, Alfreton, Physician. Derby. Pet. April 4. Ord. April 4.
FODDY, ARTHUR H., Shipton-under-Wychwood, Farmer and Licensed Victualler. Oxford. Pet. April 4. Ord. April 4.
GILLAM, WILLIAM C., Dunstable, Hat Manufacturer. Luton. Pet. March 14. Ord. April 3.
GOULDER, HARRY E., Draycott, Derby, Lace Manufacturer. Derby. Pet. April 4. Ord. April 4.
HALL, AUBREY E., Birmingham, Engineer. Birmingham. Pet. April 4. Ord. April 4.
HALLAM, FREDERICK H., Hampstead. High Court. Pet. Jan. 10. Ord. April 2.
HARRIES, OLIVER, Pontypridd, Rubber Goods Dealer. Pontypridd. Pet. March 19. Ord. April 2.
HOPKINSON, GEORGE W., Orford, Suffolk, Smallholder. Ipswich. Pet. April 3. Ord. April 3.
HOPWOOD, SIR WILLIAM, Shaw. Oldham. Pet. March 2. Ord. April 4.
HOWE, JOSEPH, Bradford, General Dealer. Bradford. Pet. April 5. Ord. April 5.
IBANEZ, CAPTAIN ERNESTO, Finsbury-pavement. High Court. Pet. March 13. Ord. April 2.
JACKMAN, WILFRED H., Scunthorpe, Temperance Bar Proprietor. Great Grimsby. Pet. April 3. Ord. April 3.
JOHNSON, JOSEPH, Great Grimsby, Mate of Steam Trawler. Great Grimsby. Pet. April 4. Ord. April 4.
JONES, CHARLES, Hay, Brecknock, Wool and Seed Merchant. Hereford. Pet. April 3. Ord. April 3.
LLOYD, RICHARD, Merthyr Tydfil, Licensed Victualler. Merthyr Tydfil. Pet. April 2. Ord. April 2.
MURRAY, JAMES C., and KNOWLES, WILLIAM W., Newcastle-upon-Tyne, Motor Engineers. Newcastle-upon-Tyne. Pet. April 2. Ord. April 2.
OSBORNE, MIRIAM O., Whitby, Cafe Proprietress. Stockton-on-Tees. Pet. March 15. Ord. April 4.
PALMER, H. E., Brentford, Director of a Company. Brentford. Pet. March 3. Ord. April 4.
PARKINSON, T., Blackpool, Coal Merchant. Blackpool. Pet. March 20. Ord. April 2.
SEGALL, M. and A., Aldgate High-st. High Court. Pet. Jan. 11. Ord. April 3.
SESSIONS, WILLIAM, Great Grimsby, Master of Steam Fishing Vessel. Great Grimsby. Pet. April 3. Ord. April 3.
SIMKINS, W., Tooting, Builder. Wandsworth. Pet. March 13. Ord. April 3.
STADDON, LOUISA J. F., Swanage. Poole. Pet. April 3. Ord. April 3.
THISTLETHWAITE, JAMES H., Bellerby, Yorks, Builder. Northallerton. Pet. March 19. Ord. April 2.
THE UNIQUE CARNIVAL CO., Poland-st., Dealers in Toys. High Court. Pet. Feb. 22. Ord. April 3.
TRIPP, JOHN H., Cardiff, Haulage Contractor. Cardiff. Pet. March 10. Ord. April 1.
TWINNING, GEORGE E., Quenington, Glouc., Blacksmith. Swindon. Pet. April 4. Ord. April 4.
WAKLEY, BLANCHE, Thames Ditton. Kingston (Surrey). Pet. Jan. 2. Ord. April 4.
WEDGWOOD, ABNER, Liverpool, General Dealer. Liverpool. Pet. April 4. Ord. April 4.
WEST, DAVID, Victoria-st., S.W., Dealer in Air Valves. High Court. Pet. Jan. 10. Ord. April 3.
WILSON, FRANK L., Hinwick, Beds., Licensed Victualler. Northampton. Pet. April 4. Ord. April 4.